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CONTRACT BETWEEN

THE FACULTY ASSOCIATION OF
JAMESTOWN COMMUNITY COLLEGE

AND

THE BOARD OF TRUSTEES OF
JAMESTOWN COMMUNITY COLLEGE

SEPTEMBER 1, 2003 – AUGUST 31, 2007

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The objectives of Jamestown Community College are clearly stated in the catalog. Our interest, curriculum, and efforts are directed to the optimum development of our students. Highest priority is given to effective teaching in the classroom and laboratory with the supporting services of counseling by faculty and by specialized counselors. The desired outcomes are the highest intellectual, personal, social, and occupational qualities of each student. Next in priority is the outreach and service to the college community, the industrial community, the business community, and to those individuals in the region who wish to benefit from offerings of the college. To these ends our faculty, administration, and trustees are dedicated and organized. The elements of this Agreement will reflect our attempt to provide full opportunity to all our citizens in a setting of professional and fiscal responsibility.

ARTICLE I—RECOGNITION

1.1 The term 'Association' will hereafter refer to the Faculty Association of Jamestown Community College, and the term 'Board' shall hereinafter refer to the Board of Trustees of Jamestown Community College.

1.2 The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all full- and part-time faculty at the college. The term "faculty," for purposes of unit representation, shall refer to all academic ranks and shall include all faculty under contract on a full-time or part-time basis, on leave, or on a per diem basis, and shall also include teachers, librarians, counselors, coordinators. The term "faculty" shall not include the President, the Deans, the Assistant Deans, Associate Deans, Director of Financial Aid, and all other academic managerial staff.

1.3 The Board agrees not to negotiate with any full- or part-time faculty organization other than the Association on salary and working conditions for the duration of this Agreement.

1.4 The negotiating teams will meet at times and places mutually agreed upon.

1.5 The term 'faculty' when used in this Agreement, shall refer to all academic ranks and shall include all faculty as above defined and shall include teachers, librarians, counselors, and coordinators.. Unless otherwise noted, the term 'faculty', when used in this agreement shall refer to full-time faculty.

ARTICLE II—ASSOCIATION AND INSTRUCTORS' RIGHTS

2.1 Taylor Law

Pursuant to the New York Public Employees' Fair Employment Act (Taylor Law), the Board hereby agrees that all faculty as defined in Article I above shall have the right to freely organize, join, and support the Association for the purpose of collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any faculty member of any rights conferred by the Act, and not discriminate with respect to hours, wages, or any term or condition of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or by his/her institution of any grievance, complaint, or proceedings under this Agreement.

2.2 Full- and Part-time Faculty Rights

Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under any existing applicable laws or regulations. The rights guaranteed to faculty herein and hereunder shall be deemed to be in addition to those provided elsewhere.

2.3 Use of Space

The Association and its representatives shall have the right to use appropriate space for its business meetings without charge.

2.4 Transacting Business

In order to fulfill its obligations to all the people represented by the Association, a total of ten (10) days per contract year will be provided for the business it needs to conduct at the local, state, and national levels. These days are to be approved by the appropriate dean and will not be unreasonably denied.

2.4.1 Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, provided that this shall not interfere with or interrupt normal college operations.

2.5 Use of Machines/Equipment

The Association shall have the right to use college office machines and equipment at times when such equipment is not in use. The Association shall pay for the cost of all materials, supplies and secretarial assistance incident to such use.

2.6 Postings

The Association shall have the right to post notices of its activities and matters of Association concern on instructor bulletin boards or in lounges and departments. The Association may use the campus mail service, electronic messaging, and instructor mailboxes for communication to faculty.

2.7 Information

The Board agrees to furnish the Association, in response to reasonable requests from time to time, all available information concerning the professional staffing and financial resources of the college, including, but not limited to: annual financial reports and audits, register of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of open Board meetings, treasurer's reports, census and membership data, names and addresses and position on salary schedule of all professional personnel, and such other information that will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the faculty and students, together with information which may be necessary for the Association to process any grievances or complaint. In the interest of maintaining communications among faculty and Administration, the minutes of all Board and academic affairs council meetings shall be mailed and or e-mailed to the President of the Association.

2.8 Advisement/Meetings

The Board shall advise the Association, through the Association negotiating team, on any major fiscal item, construction programs, or revisions of educational policy, which are proposed or under consideration and the Association, through its negotiating team, shall be given opportunity to advise the Administration, through its negotiating team, with respect to said matters prior to their adoption and/or general publication. To establish and to maintain orderly execution of the Agreement, the President of the College or his designee shall meet with the President of the Association or his designee at least quarterly during the calendar year, scheduled upon the request of the Association President, and at other times as mutually agreed upon to fulfill the intentions of the contract. These meetings may be canceled with the mutual agreement of the parties. Additional or special meetings may be scheduled with the mutual agreement of the parties.

2.9 Academic Freedom

The parties of this Agreement subscribe to the principle of Academic Freedom as set down by the American Association of University Professors and as adopted by the faculty and the Board. It is as follows:

2.9.1 The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

2.9.2 The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

2.9.3 The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship

or discipline, but his/her special position in the community imposes certain obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/ her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should at all times show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesman.

2.9.4 The Assistant Deans and Deans, as appropriate, shall assist faculty members in meeting these professional expectations and in complying with Board and College Policy. Continued failure by a faculty member to meet these expectations and/or responsibilities may result in disciplinary action (See Progressive Discipline section)

2.10 Personnel Files

Individual personnel files shall be open to the individual faculty member upon his/her request, except employment credentials and recommendations.

2.11 Previous Policies

This Agreement shall supersede all previous Board policies on these matters herein contained.

2.12 Selection of Administrative Officers

Prior to the selection of a College President, College Dean, Associate Dean, or Assistant Dean, the Association shall be advised of such intent, and shall be entitled to appoint one faculty representative to the appropriate search committee.

2.13 HRPST Committee

A standing committee, consisting of the President of the College, Dean of Administration, the Dean of Academic Affairs, Cattaraugus County Campus Dean, the Dean of Student Affairs, and five (5) elected representatives of the Association (at least one from each campus), shall be convened each college year by the President of the college. Terms of office for the five (5) elected representatives of the Association shall run for a period of two (2) years, starting in September, or until the new representatives have been elected. Assistant deans are encouraged to attend committee meetings and shall vote only on matters involving each dean's respective faculty. The directors of the libraries and the directors of the computer centers are encouraged to attend HRPST meetings and shall vote only on matters involving their respective faculty. This Committee shall be referred to in this Agreement as the HRPST Committee (Hiring, Retention, Promotion, Salary Placement, and Tenure). The HRPST Committee shall perform the following functions:

a. Shall make all recommendations concerning hiring, retention, salary placement or merit increments (subject to GUIDELINES FOR FACULTY PROMOTION AND HIRING Appendix A of this Agreement), promotion and tenure of faculty members, and forward to the Office of the President.

h. Be responsible for the formulation of criteria used in the evaluation of faculty members. The committee shall also be responsible for supervising the consistent application of such criteria among divisions of the college as outlined in Appendix IV & V of this Agreement. A summary of the minutes including actions of each HRPST Committee meeting shall be mailed and / or e-mailed to the President of the Association, the Chairman of the Grievance Committee, and the Chief Negotiator within two (2) weeks of each meeting.

c. All HRPST personnel committee deliberations are confidential and no member of HRPST is free to share information without the approval of the entire HRPST Committee. Information may be shared when sharing said information is necessary to comply with the Collective Bargaining Agreement, Local, state, and federal laws, regulations and orders. If a member of HRPST is found to violate the confidentiality of HRPST proceedings, a request may be made from the HRPST committee to the appointing authority to remove that member from the committee.

d. In the event that HRPST committee members schedule does not allow for a face to face meeting every attempt will be made to schedule a teleconferenced HRPST meeting. As a last resort if HRPST proceedings cannot take place via a meeting or through teleconferencing, then HRPST proceedings can take place via e-mail.

2.14 Continuation of Contractual Benefits

Any contractual benefit previously enjoyed by the Association shall not be discontinued unless specifically excluded or modified by a subsequent agreement.

2.15 Non-Discrimination

The college does not discriminate on the basis of gender, sexual orientation, race, creed, national origin, age, marital status, or disability. This policy applies to application and selection for employment and to all other human resource procedures within the college.

2.16 Shared Office Facilities:

All faculty members shall be provided with properly maintained, lighted, ventilated, and secured office space which provides for individually secured storage space.

2.17 Safe Working Conditions

It shall be the responsibility and goal of the College to provide a safe and healthy work environment for all Faculty Association employees. The Director of Human Resources and College-Wide Safety should be notified immediately of any safety concerns and a written incident report provided to the Director. Such concerns as reported will be followed-up in writing (i.e. Email, etc.) by the Director within a reasonable time, permitting investigation, evaluation, and proposed or corrective action(s). During evenings and weekends the Buildings and Grounds staff should be contacted for immediate concerns.

ARTICLE III—RIGHTS OF THE BOARD AND ADMINISTRATION

3.1 The Association recognizes that the Board and Administration have the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the college to the full extent authorized by law. The Board and Administration retain these rights unless limited by the terms and provisions of this Agreement.

ARTICLE IV—MEMBER BENEFIT, DEDUCTIONS, PROFESSIONAL DUES, AND AGENCY FEES

4.1 Dues Deductions

The Board agrees to deduct, upon authorization by individual faculty members and the Association, dues and assignments of the Association. Such authorization shall continue in effect until revoked in writing by a faculty member. Such fees and assignments shall be forwarded to the Association Treasurer along with a list of all faculty members from whom deductions have been made and the amount deducted from each no later than ten (10) days after the end of the month in which the deductions are made.

4.1.1 Certification Date: The Association shall certify to the Assistant Dean of Administration in writing the current rate of its membership dues on or before September 1 of the current year.

4.1.2 Authorization: The authorization notice shall be accompanied by a list of all individuals from whom dues (or an equivalent agency fee) are to be deducted.

4.1.3 Length of Authorization: This authorization shall be regarded as valid unless and until the college Assistant Dean of Administration and the Association Membership Chairperson receive a written revocation via certified mail by the employee who gave the authorization. Each such authorization and revocation delivered to the Assistant Dean of Administration and Membership chairperson shall be honored beginning with the first payroll period which begins not later than two weeks after it is received by the Assistant Dean of Administration.

4.1.4 Changes during the academic year: If the Association, NYSUT, or AFT change the amount of dues and fees to be deducted, the Association shall so notify the Assistant Dean of Administration in writing, and the

change will be honored with the first payroll period which begins not later than two weeks after the notice is received by the Assistant Dean of Administration.

4.1.5 Save harmless: The Association shall defend and save the college harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken by the college to comply with this article.

4.2 NYSUT Benefit Trust

Employees will be allowed to participate in NYSUT Benefit Trust. Payment to be made by the employee through payroll deduction. Monies will be remitted to NYSUT by the college.

4.2.1 The Association shall defend and save the college harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the college pursuant to the provisions of this section.

4.2.2 Only one (1) payroll deduction authorization card is required whether or not a member chooses one or all of the programs. This authorization card is mailed directly to the NYSUT Member Benefits office at Albany Headquarters.

4.2.3 Each year in August, premiums are re-rated and new deduction amounts for each participant forwarded to the employer in time for the first September payroll. Also, by August 1 of each year, the employer sends to NYSUT a list of payroll dates for the upcoming school year.

4.2.4 The employer shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer. The employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.

4.3 VOTE/COPE

The College will deduct from the employee's fourth through eighth regular paychecks such VOTE/COPE contributions as may be authorized in writing by the employee. The authorization cards used for VOTE/COPE deductions shall be supplied by the Association, and shall remain in effect until modified or cancelled by written notice. Association members may opt in or out or change deductions amounts once per calendar year.

ARTICLE V—CONDITIONS OF EMPLOYMENT

5.1 Hiring and Retention

Decisions on hiring full-time faculty shall be made by the Administration after the recommendation of the JRPST Committee who shall act upon the recommendation of the assistant dean and shall be responsible for ensuring equity within the salary structure of the college.

5.2 Career Options

Unless otherwise stated, applications for these options shall be submitted by January 15 and notification shall be given by February 28. Approval of requests shall be contingent on an assessment of the impact on the program and a demonstration of significant cost savings to the college. Each proposal must be approved by the assistant dean, the appropriate dean, and the president.

5.2.1 Half-time Teaching Before Retirement Any faculty member with fifteen (15) years of seniority or more may decide to work on a half-time basis (15 credit or 16 contact hours per year) for one-half of his/her base salary plus full fringe benefits. During this period, the faculty member will receive prorated salary increments. Continued involvement in collegiate governance and student advisement is expected. For each year of this arrangement, a year of seniority and time toward sabbatical leave shall accrue. Contracts shall be issued for one, two, or three years, but the arrangement will be reviewed every three (3) years. Under this arrangement, a faculty member

must accept the early retirement incentive upon reaching twenty (20) years of seniority. The faculty member may return to full-time status prior to qualifying for early retirement upon notification by February 1 for the following fall term. The early retirement incentive as outlined in Article XV is available under this option.

5.2.2 Faculty Load Distribution. Any faculty member may request to distribute his/her academic year load over, at most, two summers and one or two regular semesters; i.e., one or two regular semesters and the two summers adjoining that regular academic year. If approved, a contract will be issued indicating the load for each semester/session. At the end of the contracts, if there is a difference between the actual number of hours taught and 30 credit or 32 contact hours, the college may assign hours equivalent to the difference during the succeeding year at no additional pay.

5.2.3 Reduced Load Option. For any semester or year, a faculty member may request from the academic dean a reduced teaching load at a prorated salary plus salary increments and full fringe benefits. Continued involvement with collegial governance and student advisement is expected. During this period, seniority and time toward sabbatical leave will accrue. The request must be submitted at least three (3) months prior to the beginning of the semester in which the leave will be taken.

5.2.4 Faculty Transfers. Although the number of position openings at either campus is limited each year, upon mutual agreement of a faculty member, the assistant deans, the appropriate deans, and the president, a faculty member may be transferred to another campus if a position is open. Consideration will be given to these requests prior to searching and screening external candidates.

5.2.5 Career Change Incentive. A faculty member with fifteen (15) or more years of seniority who is under the age of fifty may request to take a one (1)-year leave with half pay and fringe benefits followed by the early retirement incentive. The college will have no obligation to continue employment after the paid leave has been completed.

5.2.6 Internal Reassignments. If an administrative position is open a faculty member may request to be reassigned or given released time to perform those administrative duties and shall have the right to return to their faculty position for a period not to exceed five (5) years. If the right to return is exercised, the faculty member will return to regular faculty duties at the end of the period. Notice of intent to return to his/her faculty position must be given to the College no later than February 1st. Seniority and faculty salary increments under this arrangement would continue to accrue. Failure to exercise the right to return within the above timelines constitutes a resignation from faculty status. A faculty member choosing to return to a subsequent administrative position after serving an initial five (5) year time frame shall forfeit his/her right to return to faculty status, effective immediately. Time served by any current faculty member or faculty member on internal reassignment within the past five academic years applies to the time frames of this section. The college will make every effort to replace faculty moving into administrative positions with full time faculty.

5.3 Approved Travel Expense of Candidates

The Board shall authorize reimbursement for approved travel expenses of prospective candidates for faculty position interviews at the college.

5.4 Faculty Salaries

Upon the signing of this contract a list of all current full time faculty and their salaries will be agreed to by both parties, a copy of which will be given to the Secretary of the Association and the Director of Human Resources & College-wide Safety. The criteria for each academic rank shall be an Appendix to this contract.

5.4.1 Salary Increase

03-04: 3% applied retroactive to all Full time; Part time; and overload situations. Retro-active payment to be made as soon as practicable.

04-05: 3.5% applied retroactive to all Full time; Part time; and overload situations. Retro-active payment to be made as soon as practicable after 9/1/05.

05-06: 3.5% applied to all Full time; Part time; and overload situations.

Permanent increase to Base Salary of Assoe. Professors of \$1,000.00. Amount applied to base before percentage is figured.

Permanent increase to Base Salary of Full Professors of \$1,500.00. Amount applied to base before percentage is figured.

06-07: 3.25% applied to all Full time; Part time; and overload situations.

Permanent increase to Base Salary of Full Professors of \$1,500.00. Amount applied to base before percentage is figured.

5.5 Faculty Loads and Overloads Applicable to All Beginning 30 Days Following the Ratifications of this Agreement.

Full-time faculty load shall consist of 30 credit hours, or 32 lab hours for each academic year. No overload shall be permitted without the written approval of the Administration and faculty member involved. No overload pay may be assigned until 15 credit or 16 lecture/lab hours are exceeded in the fall semester, or 30 credit hours or 32 lecture/lab hours in the spring semester. Normally such overloads shall not exceed one course. Overloads shall be compensated at the rate of \$ 726 per credit hour for the 2003-2004 contract year; \$751 for the 2004-2005 contract year; \$777 for the 2005-2006 contract year; and \$802 for the 2006-2007 contract year. Faculty on a combined lecture/lab load shall receive the overload rate plus an additional \$50 per hour for each hour taught over 16 per semester. Any teaching done by faculty whose primary responsibility has been considered non teaching; i.e., counselors, librarians, computer center directors, and all other such faculty, shall be paid the overload rate currently in effect for full-time teaching faculty whenever they accept a contract to teach outside of their normal 35-40 hour week. In case of an overload involving both laboratory and credit hours, the overload shall be considered as a credit hour overload. Payment shall be made in the regular check over the instructional period. It is expressly understood and agreed that overloads shall be undertaken only under exceptional circumstances.

In determining whether individual faculty have maintained full-time load levels in any given semester, the anticipated credit or lecture/lab hours for the entire academic year shall be added together. In cases where, for whatever reason, an individual faculty member does not teach at full-time load after combining the Fall and Spring Semester hours, he/she may make up the deficiency with Summer Session courses.

5.5.1 Normally, overload pay will not be assigned until the Spring semester, when it can be determined with certainty that 30 credit hours or 32 lecture/lab hours for the academic year will be exceeded.

An exception to the above may be made for those individuals who have historically exceeded the load limits in the past, in which case payment will be made each semester. Said exception will not be unreasonably withheld.

5.6 Regular Course Preparation and Special Courses

5.6.1 Regular Courses: In some programs and subject matter areas, the number of preparations assigned to an instructor per semester may vary according to the needs which may require an instructor to have more than two preparations. Two preparations per semester, however, continues to be the objective toward which those having the responsibility of scheduling and planning should strive.

5.6.2 Special Courses: The teaching of credit or non-credit courses, mini-courses, modular courses, or other special courses may be a part of his/her regular teaching load if he/she is teaching below the 15 credit or 16 lab hour limit, provided they are within the instructor's area of competence.

5.7 Distance Education

5.7.1 Definition. The term "Distance Education" (hereafter referred to as DE) refers to instruction which links any Jamestown Community College (JCC) campus or other JCC instructional sites to one another and/or to

remote facilities located at off-campus locations. It shall include but not be limited to interactive video transmission, online courses, blended/hybrid courses and/or any combination of these multimedia delivery systems. These systems may be synchronous or asynchronous.

Synchronous DE courses are generally live interactive video transmissions to one or more instructional sites.

Asynchronous DE courses are those that are not conducted in real time. The course content, assignments, and all student/student or student/faculty interaction is conducted online via computer over the internet.

A blended/hybrid course is one that is scheduled to have its faculty member meet with his or her students 50% of the time in a classroom to do face-to-face work, with the other 50% of the time devoted to students working on class materials as well as participating in discussion within a secure website over the internet.

5.7.2 Intellectual Property Rights_- Shared between the College and the faculty member. Faculty member has "ownership" with regard to revisions and the ability to "take the course with them" if they leave JCC. The College retains the right to assign a developed course to another instructor after the author has had the opportunity to teach the course for one semester.

5.7.3 Compensation. In addition to normal payment for teaching a course, a faculty member will receive one (1) credit hour of pay for the initial development of a three (3) credit hour course. Any additional offering of that course will be compensated at the normal rate. Compensation for developing courses with fewer or more than three (3) credit hours will be prorated based upon credit hours.

a. A faculty member who is approved to modify a course developed by a different instructor will be compensated a half (1/2) credit hour per three (3) credit hour course with pro-ration as noted in the above paragraph.

b. Bargaining unit members who develop a DE course will be expected to teach that course the first semester it is offered. Faculty hired before September 1, 2000 may be assigned to teach DE courses as part of their regular course load on a voluntary basis.

5.7.4 Class Size. Since the size may well vary with the subject area and individual instructor preference, the class size in each discipline will be discussed by the faculty member involved, the assistant dean/coordinator, and the administration, the final determination on class size shall rest with the Administration, compatible with the concept of quality education and manageable class size consistent with the DE format utilized.

5.7.5 Training and Technological Support. The College shall provide access to training for faculty involved in DE activities. Faculty who receive training in the technology, special skills and methods necessary for instruction in the DE environment may apply for faculty development funds to attend such training (See section 12.8.5 and Appendix F)

5.7.6 Computer Privacy, Monitoring And Review Policies. To the extent possible in the electronic environment and in a public setting, a user's privacy will be honored. However, it should be understood that material on the college server or on college desktop equipment is college property (except as may be owned by another in accordance with intellectual property rights). Material may be subject to subpoena or an application to review records under the Freedom of Information Law, and it may be taken by the College (see below) or locked from user access. Also note, this material is not totally secure from unauthorized viewing or editing. While the College will make every effort within its resources to prevent unauthorized access, it cannot guarantee the result and users should not have an expectation of privacy in anything they create, store, send, or receive on the computer system.

5.7.7 Monitoring and Review Policy - The College does not monitor or review the content of electronic mail transmissions, files, or other data maintained in its computing resources, except as stated below:

a. Monitoring and/or review may occur in connection with a specific investigation of the violation of law or College policy and procedures and when there is reasonable cause, in the estimation of the College President

or his designee, to believe that the suspect is committing such a violation. Prior to a search of files, the computer will be secured and the individual who is the subject of the investigation shall be notified and offered the opportunity to be present during the search unless extenuating circumstances prevent it.

b. Monitoring and/or review may occur by technology staff to assure system security, performance, and maintenance. Technology staff are directed to respect privacy and keep confidential the contents of any message read, but should this reveal any activity that violates the law or college policy, an investigation will be initiated.

c. Monitoring and/or review may occur by the College in order to comply with subpoenas, litigation discovery demands, requirements of state and federal contracts, applications to review records under the Freedom of Information Law, and other compliance required by law, rule, or regulation.

d. Monitoring and/or review may occur during the absence of an employee in order to conduct the ordinary business of the College.

5.7.8 Imported Courses: Associate degree credit courses covering topics not currently being taught shall be subject to the College's "selected studies" curricular review process for new courses.

5.8 Class Size

In order to achieve maximum teaching effectiveness, permit experimentation, and develop student potential, the exact class size is not set forth in the main body of this Agreement. Since the size may well vary with the subject area and individual instructor preference, the class size in each discipline will be discussed by the faculty member involved, the assistant dean/coordinator, and the Administration. The final determination on class size shall rest with the Administration, compatible with the concept of small class size, not to exceed thirty-five (35) in most cases, for the life of this Agreement. The average student/faculty ratio for the college shall be planned to be no less than 18.5/1.

5.9 Part-Time Faculty

The Administration and faculty of the college desire to insure quality instruction at all locations where the curriculum is taught. To achieve this objective, the college will strive to limit the use of part-time faculty to twenty-five percent (25%) of the teaching workload.

5.9.1 Salary: Part-time faculty with credit teaching assignments shall be compensated according to the appropriate grid in Appendix G. Part-time faculty in non-classroom roles shall be paid an hourly rate not less than \$15 per hour.

5.9.2 Adjunct Salary Matrix: Increase each section of adjunct matrix 3% in 2003-2004, 3.5% in 2004-2005, 3.5% in 2005-2006, and 3.25% in 2006-2007. Effective with the 2000-2001 year, the adjunct matrix grid will become part of the agreement.

The Association and the college will jointly develop a notice to be provided to all adjunct faculty along with a timeline to respond for placement on the appropriate row/column of the adjunct matrix. The college will be responsible for verifying the number of hours taught. The Association and/or individual adjunct will be responsible for reporting degrees. Any and all amounts owed for the 2003-2004; 2004-2005 years are to be paid retroactively.

5.9.3 Placement at a Salary Level. Part-time faculty new to the college shall be placed at a salary level within the salary range stated above at the discretion of the assistant dean and the Dean of Academic Affairs. In placing the new part-time instructor at a level, the following criteria shall be used:

- a. The instructor's educational background.
- b. The instructor's experience in teaching and in work related to his/her teaching area.
- c. The instructor's promise for successful performance in teaching.
- d. Such other relevant factors as deemed important by those placing him/her at a level.

5.9.4 Advancement in Salary: Part-time faculty shall be advanced in salary as their service to the college grows more valuable. Their value will be determined by regular written evaluations of their teaching effectiveness, individual work with students, and participation in workshops and other activities for part-time faculty.

5.10 Tuition Waiver

A Faculty member shall earn a number of credit hours equivalent to the credit hours which he/she teaches in an academic year. These credit hours may be taken in course work at no charge by the faculty member or his/her dependents if taken within five (5) years from the time the credits are earned.

5.11 Summer Faculty Assignments

Compensation for a full-time faculty member for summer teaching shall be computed at the overload rate per calculated credit hour.

5.12 Academic Year and Calendar

The 2004-2005 through 2006-2007 academic calendars have been developed. The normal work period for members of the faculty shall be as indicated on the academic calendar. For future calendar years the academic calendar year shall be developed cooperatively by the parties and become an Appendix to this Agreement. Such calendar or educational program(s) shall contain the proper number of days (hours) required to effectively orient, register, instruct, evaluate, and graduate students and be subject to regulations prescribed by SUNY and the Department of Higher Education of the State of New York. Faculty members shall return to the college campuses on the dates indicated on the calendar and shall be available as necessary to implement such educational program(s); variations can be mutually agreed upon between the faculty member and the assistant deans, and/or the appropriate administrator.

5.13 Professional Faculty Responsibility

All faculty members shall be considered responsible for their primary duties of teaching or providing services. It is expected that all full- and part-time faculty members will meet all classes. In case of "planned" absence, the assistant dean, or the appropriate dean, should be notified as early as possible, using the Request for Prior Approval Form.

5.13.1 It is understood that no faculty member shall engage in either compensated or non-compensated activities outside of the college which limit or diminish the faculty member's availability to teach, to consult with students, or to carry out other professional responsibilities.

5.13.2 It is expected that the full- and part-time faculty will assume responsibility in helping Administration carry out rules and regulations concerning the proper conduct of students as outlined in the Student Handbook.

5.13.3 While faculty are encouraged to attend extracurricular activities and open houses, such attendance is not required.

5.13.4 The college values the faculty role in the formulation of academic policy and college governance. Accordingly, it is required that faculty members shall serve on at least one college committee, cross-functional team, or other administratively approved task force. Attendance at faculty meetings is not required, however faculty are expected to attend all formal academic events of the college. Formal events shall be those in which academic regalia is worn.

5.13.5 Faculty members are expected to maintain a minimum of ten (10) office hours per week which may include consultation with students in other locations. Unless otherwise agreed, all faculty are expected to maintain office hours on campus up to and including the last day of the academic calendar year. Faculty will be available, as needed, during exam week to address issues as outlined in section 5.11 of the contract. All faculty shall post office hours on their office doors. All part time faculty shall maintain one office hour per week for each section taught (See Subsection 5.8.7).

5.13.6 *Faculty are responsible for those tasks which are not specifically mentioned in this agreement, but which have an obvious relationship to the position he/she holds and which are considered just and reasonable by both the Assistant Dean and the Dean of Academic Affairs, the Dean of the Cattaraugus County Campus, College-wide Planning, and Development, or the Dean of Student Development and Marketing. Such responsibilities may include participating, during the academic year, in student orientation, advisement activities, and registration. When teaching, full- and part-time faculty are expected to maintain student academic records; to submit census reports, grades, and course syllabi; and to refer students, when appropriate, to various student support services.*

5.13.7 The assistant deans and deans, as appropriate, shall assist faculty members in meeting these professional responsibilities. Continued failure to meet these responsibilities may result in disciplinary action (see Progressive Discipline section). If corrective actions are not taken by the faculty member, other appropriate sanctions, including termination in accordance with Article VII, may be used.

5.13.8 Full- and part-time faculty members shall be expected to comply with local, state, and federal laws and regulations related to the college, its students, and its employees. The college may formulate policies related to its responsibilities to carry out such laws and regulations and may stipulate sanctions for violations of such policies (see Progressive Discipline section). Formulation of such policies shall include faculty participation and such policies shall be distributed to all faculty members.

5.14 Sponsoring of Student Activities

The college encourages the development of various special interest clubs, social functions, and organizations. Faculty are encouraged to serve as advisors to clubs and organizations, and such contributions to the college, while voluntary, will be considered in matters of promotion and tenure. While advisors to such clubs and organizations should normally come from within the ranks of faculty, in situations where a special expertise is needed the Administration may recognize a suitably qualified outside person to act in such a capacity.

5.15 Split Site Assignments

Each full-time faculty member will be assigned a main work site. When he/she is assigned a teaching load that is split between that main work site and another campus or extension center, the college will either provide transportation via college car or reimburse the faculty member at the mileage rate in Article XI, Section 8.6 of this agreement. This reimbursement will be for miles traveled above and beyond those usually required to get to and from work. The college will provide a meal allowance of \$150 per semester and an additional \$10 for each trip away from his/her main work site. Prior to assigning a faculty member away from his/her main work site, the Administration will consult with the assistant dean and the faculty member.

5.16 Advisee Load

The maximum advisee load shall be forty (40). Individual advisors may take on a number of advisees in excess of the maximum number voluntarily.

5.17 Shared Positions

The college may, at the request of faculty members, convert any full-time positions into a 'shared position' subject to the approval of the President of the college.

5.17.1 For purposes of this agreement, the term 'shared position' shall mean a full-time faculty position, formerly held by one individual whose responsibilities shall be divided and shared with one or more additional persons.

5.17.2 Those full-time faculty members occupying shared positions shall receive a pro-rata salary based upon a full-time annual rate. In the event an incumbent full-time faculty member's position is converted to a shared position, the incumbent shall receive all fringe benefits previously received as a full-time faculty member and the new designated faculty member(s) sharing responsibilities shall receive such fringe benefits as funding allows. Except in extraordinary circumstances, the cost of the shared position arrangement, including salary and benefits, shall not exceed the total cost of the original position.

5.17.3 During this period, seniority and credit toward sabbatical leave shall accrue as if the incumbent were full-time.

5.17.4 All faculty contracts for shared positions shall specify the term of the position and guarantee the right of the incumbent to recapture full-time status.

5.17.5 Those faculty members in shared positions shall have the full range of responsibilities of full-time faculty members including involvement in collegial governance and student advisement.

ARTICLE VI—APPOINTMENT AND TENURE POLICIES

6.1 Appointments

Initial appointments shall be designated tenured, term (tenure-line), or term (non-tenure-line). Term (tenure-line) appointments will lead to a decision for or against the granting of tenure after a probationary period as described in 6.3. The college may make term (non-tenure-line) appointments (a) to replace faculty members on leave, (b) if resignations of faculty members are submitted after the contract return date, (c) if unexpected enrollment changes occur, (d) for positions funded through sources other than the college's operating budget, and (e) to replace faculty members whose teaching responsibilities are reduced because of other college assignments, such as appointments to assistant dean, coordinators, or directorships, and (f) to assistant deans selected from outside of the faculty. In the cases of (d) and (e) only, the college may offer as many as six annual term (non-tenure-line) contracts.

6.2 Terms and Conditions of Appointments

The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both the college and the candidate before the appointment is consummated. These terms shall include the following where they apply: nature of the appointment, academic rank, salary, assignment to a division, the total number of years accumulated toward tenure and how much, if any, prior service the college will recognize.

6.3 Probationary Period

Beginning with the appointment to the rank of full-time instructor, or a higher rank, the probationary period shall not exceed four (4) years. Prior service in the other accredited collegiate institutions may be included in a probationary period or a faculty member may receive a continuing contract as a condition of his/her appointment with the approval of the IIRPST Committee. Service at JCC or other accredited collegiate institutions must have occurred within the previous five (5) years prior to the probationary period.

6.3.1 During the probationary period, a faculty member shall have the academic freedom that all other members of the faculty have.

6.4 Notice of Non-Reappointment

Notice of non-reappointment, or of intention not to recommend reappointments to the Board, shall be given no later than March 31st in the case of an appointment expiring at the first year. During the second, third, and fourth year of service, such notice shall be given the last day of February.

6.5 Termination—Adequate Cause

Termination for adequate cause of a continuous appointment or the dismissal for adequate cause of a faculty member previous to the expiration of a term appointment shall be in accordance with Article VII of this Agreement.

6.6 Termination—Financial Exigency

Termination of a continuous appointment because of financial exigency shall be demonstrably bona fide, in consultation with the Association negotiating team, to include: changes in the educational programs and services, lack of financial support or significant decreases in student enrollment over a period of time as indicated in the following notification schedule. The Administration shall assume a relationship between student enrollments and the number of college employees.

6.6.1 If it appears that a tenured position must be retrenched, the tenured faculty member will be notified by November 15 that it appears a contract will not be issued on February 28. Failure to notify a tenured faculty member by November 15 will result in a contract being issued on February 28 for the next academic year.

6.7 Issuance of Contract Letters

The last date for issuance for annual contract letters shall be no later than the last day of February, and the contracts shall be signed and returned no later than two (2) weeks from the date of issuance.

6.8 Replacements and Externally Funded Positions

Sections 6.4 and 6.7 of this Article do not apply to replacements and externally funded positions. Appointments to these positions will be subject to funding and staffing needs. If a permanent position becomes available, it is understood that appointments will be subject to affirmative action requirements. If appointed to a permanent position, prior service at the college will be counted toward tenure and seniority, with HRPST review of salary. Effective with the beginning of the 2002-2003 academic year, prior full-time service in a relevant academic area within the previous five years will be counted toward tenure.

6.9 Seniority

The number of full-time years of service with the faculty rank of instructor or above, beginning with the effective date of the initial contract for a tenure-line position, determines seniority at the college. Seniority acquired prior to 1984-85 by faculty in non-tenure-line positions will be maintained. Effective with the 1984-85 academic year, seniority will not accrue for any faculty member in a non-tenure-line position. Seniority shall cease at the time of resignation from the college. In cases of retrenchment, seniority shall be used to establish the order of retrenchment. Seniority shall be applied in areas of demonstrated competence. When faculty are being considered for full-time assignment to new areas of teaching, the following definition and procedures shall prevail:

- a. Faculty with years of service who begin teaching in new areas will continue to accrue seniority at the college.
- b. Faculty can be assigned full-time to new areas of teaching competency only by HRPST Committee action. In making a decision, HRPST will consider the recommendation of the division, the needs of the college, and the needs of the individual.
- c. Faculty need not establish competency for courses already taught. They may use prior study, leaves of absence, sabbaticals, faculty development work, and appropriate experience to determine new areas of competency.

6.10 Seniority and Recall

In cases of retrenchment, seniority shall be used to determine the order of retrenchment at the campus suffering the financial exigency. The Jamestown Campus and the Cattaraugus County Campus shall each have separate seniority lists. If it becomes necessary to transfer faculty members from one campus to the other, they shall carry their seniority with them. However, no faculty retrenched from either campus shall oust full-time, continuing contract faculty from the other. The above provisions are meant to apply to 'non-teaching' faculty members of the Association, as well as to 'teaching' faculty.

6.10.1 The college shall make every effort to re-employ within the institution in some other positions for which they are qualified those persons whose services have been terminated. A tenured faculty member retrenched for financial exigency will have the right of first refusal if his or her position is reinstated. This right shall be applicable for two years from the date that his or her employment ends. Upon recall, the affected faculty member shall be returned to a salary and benefits level containing no less than 75% of the negotiated salary increases and 100% of the negotiated benefits attained by actively employed faculty during time of retrenchment.

6.10.2 The college will conduct a comprehensive review of the seniority of its faculty annually. A comprehensive list will be developed and made available to employees upon request, with a copy going to the Faculty Association. The college will provide an updated seniority list to the Association no later than November 1 of each academic year.

ARTICLE VII—PROGRESSIVE DISCIPLINE

7.1 Introduction

The purpose of this section is to provide for a prompt, equitable, and efficient procedure in the event of the discipline of faculty association members short of dismissal. No bargaining unit member shall be disciplined unless for just cause. The primary goal of implementing these measures is corrective; however, nothing in this Agreement prohibits the College from imposing whichever level of discipline the College believes appropriate under the circumstances. Prior to initiating the process described below the President or his/her designee, will attempt to resolve matters of discipline informally.

7.2 Verbal Counseling

A method (non disciplinary action) which will be handled in private, verbal counseling will not be subject to the grievance process.

7.3 Written Counseling

A method (non disciplinary action) used to inform employee of unsatisfactory work performance or unacceptable conduct and, where appropriate, any action deemed necessary to prevent further occurrences. The assistant dean/dean will conduct a meeting with the employee to review the performance or conduct at issue. The employee has a right to union representation at the meeting. If warranted, the assistant dean/dean will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct. Such written counseling memorandum is placed in the employee's personnel file. The written counseling is not subject to the grievance procedures but may be rebutted within 5 working days following receipt of the written counseling memorandum. Written rebuttals, if any, will be filed in the personnel file along with the written counseling memorandum.

7.4 Written Reprimand

A disciplinary action used to inform the employee of unsatisfactory work performance or unacceptable conduct and stating that further occurrences are subject to further disciplinary action up to and including termination. The assistant dean/dean will conduct a meeting with the employee to review the performance or conduct at issue. The employee has a right to union representation at the meeting. The assistant dean/dean will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct. Written reprimands are subject to the grievance procedures. The written reprimand, and any rebuttal from the employee presented during the grievance process, is placed in the employee's personnel file.

7.5 Suspensions means the temporary removal with pay, of a bargaining unit member from the performance of his/her duties pending determination of charges. The dean will conduct a meeting with the employee to review the performance or conduct at issue after the issuance of written charges to the employee. The employee has a right to union representation at the meeting. The dean will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct and the dates of the suspension. All documentation of suspensions is filed in the employee's personnel file. Discipline imposed under this paragraph is subject to the grievance procedures and arbitration.

7.6 Charges

Should charges be brought forward by the College after its investigation, the College has available the following options:

7.6.1 Suspension without pay for no longer than one week (1st incident)

7.6.2 Suspension without pay for no longer than three weeks (2nd incident of same issue)

7.7 Review of Charges

The dean will conduct a meeting with the employee to review the charges being brought forward. The employee has a right to union representation at the meeting. The dean will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct and the dates of the suspension without pay. All documentation of suspension without pay is filed in the employee's personnel file. Discipline imposed under this paragraph is subject to the grievance procedures and arbitration.

7.8 Written Notice of Charges

A bargaining unit member subject to discipline, including suspension, shall receive a written notice of charges, specifications, and proposed penalty. No disciplinary proceedings shall be commenced more than nine (9) months after the occurrence alleged of the complaint.

7.9 Rights Under Article VIII

Nothing contained in this section limits the College's ability to exercise its rights under Article VIII of the contract.

ARTICLE VIII—STATEMENT ON PROCEDURAL STANDARDS IN FACULTY DISMISSAL PROCEEDINGS

8.1 Procedural Recommendations

The following statement on Procedural Standards in Faculty Proceedings was prepared by a joint committee representing the Association of American Colleges and the American Association of University Professors and was approved by these two associations at their annual meetings in 1958. It supplements the 1940 Statement of Principles on Academic Freedom and Tenure by providing a formulation of the 'academic due process' that should be observed in dismissal proceedings.

8.2 Preliminary Proceedings Concerning the Fitness of a Faculty Member

When a reason arises to question the fitness of a faculty member who has tenure or whose term appointment has not expired, the appropriate administrative officers shall discuss the matter with him in personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, an ad hoc committee elected by the faculty and charged with the function of rendering confidential advice in such situations shall informally inquire into the situation, to effect an adjustment, if possible, and if none is effected, to determine whether in its view formal proceedings to consider his dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the President of the institution, even after considering a recommendation of the committee favorable to the faculty member, expresses his conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow. Except where there is disagreement, a statement with

reasonable particularity of the grounds proposed for the dismissal shall then be jointly formulated by the President and the faculty committee. If there is disagreement, the President or his representative shall formulate the statement.

8.3 Commencement of Formal Proceedings

The formal proceedings shall be commenced by a written communication addressed to the faculty member by the President, informing the faculty member of the statement formulated, and informing him/her that, if he/she so requests, a hearing to determine whether he/she should be removed from his/her faculty committee at a specified time and place. In setting the date of the hearing, sufficient time shall be allowed the faculty member to prepare his/her defense. The faculty member shall be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded him/her. The faculty member shall state in reply whether he/she wishes a hearing and, if so, shall answer in writing, not less than one week before the date set for the hearing, the statements in the President's letter.

8.4 Hearing Committee

The Committee of faculty members to conduct the hearing and reach a decision shall be an cleared committee not previously concerned with the case or a committee established as soon as possible after the President's letter to the faculty member has been sent. The choice of members of the hearing committee shall be on the basis of their objectivity and competence and of the regard in which they are held in the academic community. The committee shall elect its own chairperson.

8.5 Committee Proceedings

The committee shall proceed by considering the statement of grounds for dismissal already formulated and the faculty member's response written before the time of the hearing. If the faculty member has not requested a hearing, the committee shall consider the case on the basis of the obtainable information and decide whether he/she should be removed; otherwise, the hearing shall go forward. The committee, in consultation with the President and the faculty member, should exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the President's letter to the faculty member shall be received.

8.5.1 The President shall have the option of attendance during the hearing. He may designate an appropriate representative to assist in developing the case, but the committee shall determine the order of proof, shall normally conduct the questioning of witnesses, and, if necessary, shall secure the presentation of evidence important to the case.

8.5.2 The faculty member shall have the option of assistance by counsel, whose functions shall be similar to those of the representative chosen by the President. The faculty member shall have the additional rights set forth in the 1940 Statement of Principles of Academic Freedom and Tenure, and shall have the aid of the committee, when needed, in securing the attendance of witnesses. The faculty member or his/her counsel and the representative designated by the President shall have the right, with reasonable limits, to question all witnesses who testify orally. The faculty member shall have the opportunity to be confronted by all witnesses adverse to him/her. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as his/her statements, shall nevertheless be disclosed to the faculty member. Subject to these safeguards statements may, when necessary, be taken outside the hearing and reported to it. All of the evidence shall be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure.

8.6 Consideration by Hearing Committee

The committee shall reach its decision in conference, on the basis of the hearing. Before doing so, it shall give opportunity to the faculty member or his/her counsel and the representative designated by the President to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly, without having the record of the hearing transcribed, when it feels that a just decision may properly be withheld until consideration has been given to the case by the governing body of the institution. The President and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing. Any release to the public shall be made through the President's office.

8.7 Consideration by the Board of Trustees

The President shall transmit to the Board the full report of the hearing committee stating its action. On the assumption that the Board has accepted the principle of the faculty hearing committee, acceptance of the committee's decision would normally be expected. If the Board chooses to review the case, its review shall be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. The decision of the hearing committee shall either be sustained or the proceedings be returned to the committee with objections specified in writing. In such a case the committee shall reconsider, taking account of the stated objections and receiving new evidence if necessary. It shall frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration shall the governing body make a final decision overruling the committee.

8.8 Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision shall include a statement of the hearing committee's original action, if this has not previously been made known.

ARTICLE IX—GRIEVANCE PROCEDURES, FULL- AND PART-TIME FACULTY

9.1 Preface

It is specifically understood and agreed that a grievance shall be clearly identified as such by the faculty member and understood to be such by the administrator with whom the first step of the procedure takes place.

9.1.1 This grievance procedure shall in no way interrupt or interfere with regular discussions of problems or situations which normally take place between a faculty member and an administrator. It is recognized that during such informal discussion relating to fact the problem may be resolved, and a grievance, even in the informal first-step, will normally occur only when and if such discussion fails to resolve the problems. However, a faculty member may, if he/she wishes, file a grievance at once provided he/she clearly identifies it as such.

A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board, the President, the Administration, and the faculty of the college is essential to the operation of the college, it is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

9.2 Definitions

A grievance is a claim by the Association or any faculty member or group of faculty in the negotiating unit based upon any claimed violation, misinterpretation, mis-application or inequitable application of the following: a) laws, b) rules or regulations having the force of law, c) this Agreement, and d) policies, rules, by-laws and regulations of the Board and/or President.

9.2.1 The term 'supervisor' shall mean any assistant dean, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

9.2.2 The Chief Executive Officer is the President of the college.

9.2.3 'Association' shall mean Jamestown Community College Faculty Association.

9.2.4 'Aggrieved party' shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

9.2.5 'Party in interest' shall mean the Association and any party named in a grievance who is not the aggrieved party.

9.2.6 'Grievance Committee' is the committee created and constituted by the Association.

9.2.7 'Hearing officer' shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

9.3. Procedures

All grievances shall be in writing, and shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

9.3.1 Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the faculty member and the Association.

9.3.2 The preparation and processing of grievances shall be conducted during the hours of employment at a time affording all parties in interest a reasonable opportunity to attend, and parties in interest who are present during working hours shall be excused from duty without loss of pay. Every effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

9.3.3 The Board agrees that it, the Trustees, the President, and the Administration will facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records relating to the grievance concerning the alleged grievance.

9.3.4 Except as otherwise provided in Sections E-1a and 1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

9.3.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board, the Trustees, the Chief Executive Officer and/or by any other member of the Administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

9.3.6 Forms for filing grievances shall be developed by the Association and the Administration and shall be filed with the Chief Executive Officer of the college, the Association Executive Committee, and the Association Grievance Committee. Such forms shall remain in effect until the Association and the Administration jointly agree to change the forms. The development of said forms shall not delay any grievance. After agreement upon the forms, the Board and the Administration shall have them printed and distributed to the aforementioned parties, and upon request, to members of the faculty, to facilitate operation of the grievance procedure.

9.3.7 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

9.3.8 Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of the contract agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the

grievance. In the event that any grievance is adjusted without formal determination, pursuant to the procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

9.3.9 In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by him/her, together with a copy in writing of his/her decision in the proceeding. Said papers will be served upon the Grievance Committee of the Association within a reasonable time after the rendering of the decision by such hearing officer. The Association may, in its sole and uncontrolled discretion, thereupon appeal any decision in any such grievance to the next higher stage of the grievance procedure.

9.3.10 The Association's Grievance Committee shall be entitled to at least two (2) working days advance notice from the hearing officer of all hearings on all grievances in which the aggrieved party is not represented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer and the Association shall be entitled to participate in and express its position and offer proof, if so requested by the grievant during the hearings on such grievances even though it does not represent the aggrieved party.

9.3.11 Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that, as aforesaid, if the Association is not chosen as the representative of the aggrieved party, it shall have the rights herein before set forth in such cases and providing, further that Stage 3 of this Grievance Procedure shall be available only to the Association and those aggrieved parties represented by it.

9.3.12 Any and all notices which this Grievance Procedure requires to be given to the Board, Chief Executive Officer or administrators may be delivered to the Chief Executive Officer of the college or, in his absence, to the person then in charge of his office.

9.4 Time Limits

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

9.4.1 Grievances will be initiated at the first available stage within forty (40) working days after the faculty member actually knows of the act or condition on which the grievance is based.

9.4.2 If a decision at one is not appealed to the next stage of the procedure within the basic time limit specified, the Chief Executive Officer will notify the Association and the aggrieved party of the expiration of the said basic time limit. If no appeal is filed by the expiration of said time, then the grievance shall be deemed to be dismissed.

9.4.3 Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.

9.4.4 In the event a grievance is filed on or after April 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the college term or as soon thereafter as is possible.

9.5 Stages of Grievance Procedure

9.5.1 Stage 1: Supervisor--Informal

A faculty member having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all

parties in interest. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance.

9.5.1 Supervisor - Written Decision

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within the five (5) working days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the faculty member, his/her representative and the Association. At the conclusion of Stage 1, the aggrieved party shall have the option of deciding whether his/her grievance shall be private or public.

9.5.2 Stage 2: President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the faculty member or his/her representative shall, within ten (10) working days, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the written decision at Stage 2 shall be submitted with the appeal. Within five (5) working days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall set a date for a hearing and notify the faculty and the Grievance Committee, or its representative, and all other parties in interest of said date. Hearings will be commenced within ten (10) days after issuance of the notice of the meeting date by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the instructor, the Grievance Committee and its representatives within five (5) working days after the conclusion of the hearing.

9.5.3 Stage 3: Binding Arbitration

a. If an aggrieved party represented by the Association and the Association are not satisfied with the decision at Stage 2, or the Grievance Committee determines that the grievance is meritorious, the Grievance Committee of the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within ten (10) working days of the decision at Stage 2.

b. Within five (5) working days after such written notice of submission to arbitration, the Chief Executive Officer and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified periods, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The Chief Executive Officer and the Association will also exchange a list of persons who will be present at the arbitration hearing, specifying who will be presenting the oral argument for each party.

d. It is requested that the selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

e. The arbitrator shall not have the power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

f. The decision of the arbitrator shall be final and binding upon all parties.

g. The costs of the services of the arbitrator, if any, will be borne equally between the Association and the Board.

9.6 Grievance Procedure for Dismissal

Any faculty member alleging that his/her dismissal or denial of tenure involves any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules, or regulations, having the force of law, this Agreement, policies, rules, by-laws and regulations of the Board and/or Chief Executive Officer and/or Administration, or violates any other constitutional or legal right of academic freedom shall have the right to appeal such dismissal or denial of tenure pursuant to this grievance procedure commencing at Stage 2 by notifying the Grievance Committee of the Association.

9.6.1 In the processing of grievances for dismissal and/or denial of tenure, the burden of proof shall be upon the Administration to show adequate cause for its action.

9.6.2 Upon the filing of a grievance for dismissal or denial of tenure, and at least three (3) days before the hearing at Stage 2, the Administration shall present reasonable detailed and formally written charges to the aggrieved party.

9.7 Time Limitation Extension

In extenuating circumstances, the time limitation referred to in the foregoing sections may be extended to a period of time acceptable to both parties concerned.

ARTICLE X—WORKING CONDITIONS OF LIBRARIANS

10.1 Librarians shall normally work 35-40 hours per week over five (5) consecutive day periods.

10.2 Shall work no more than eight (8) consecutive hours, including lunch periods on any one day.

10.3 Members of the library staff shall be issued a contract with an academic year schedule approximating that of the teaching faculty. However, due to the nature of library work, the librarians recognize that their individual duties and responsibilities must be fulfilled to the satisfaction of the library director. This requires their return to the campus one (1) week prior to the beginning of the academic calendar and remaining one (1) week after the academic calendar. Remuneration for this time or any other additional time shall be reimbursed at one (1) credit hour per week using the overload rate.

10.4 Adequate personnel are to be provided during vacation periods when classes are not in session as recommended by the library director and approved by the Administration. If professional librarians are needed, vacation periods shall be counted as extra hours of work and regular work hours shall be reduced by that amount or librarians shall receive extra remuneration.

10.5. Mutually agreed upon deviations from the above working conditions may be made between the library director and the librarians with Administration approval.

10.6 The Jamestown Campus library director shall work an administrative year and be entitled to one month (22 working days) of vacation annually at a time mutually agreed upon by the director and the dean of academic affairs. He/she shall be entitled to all faculty holidays falling within the fall and spring semesters and all administrative holidays between semesters and during the summer. These holidays shall not be counted against vacation time. Mutually agreed upon deviations from the above working conditions may be made between the Administration and the director. In computing salary increases the academic year salary shall be used as the base. His/her annual salary shall include the regular base salary for the academic year plus an additional 9/36 of this salary.

10.6.1 The Cattaraugus County Campus library coordinator, shall receive an additional contract for additional time required prior to the academic year and beyond it and the supervision of the summer library operation. The minimum additional hours shall be two (2), and the maximum hours shall be eight (8).

ARTICLE XI—WORKING CONDITIONS OF THE STUDENT DEVELOPMENT AND MARKETING DIVISION

11.1 Student Development and Marketing Division counseling staff shall be issued a contract with an academic year schedule approximating that of the teaching faculty. However, due to the nature of their work, the counselors recognize that their individual duties and responsibilities must be fulfilled to the satisfaction of the assistant dean. This requires their return to the campus one (1) week prior to the beginning of the academic calendar and remaining one (1) week after the academic calendar. Remuneration for this time or any other additional time shall be reimbursed at one (1) credit hour per week using the overload rate.

11.2 Adequate personnel are to be provided during vacation periods, including summers, as recommended by the assistant dean and approved by the Administration. If Student Development and Marketing Division members are needed, vacation periods shall be counted as extra hours of work and regular work hours shall be reduced by that amount, or director of student services and counselors shall receive extra remuneration, the choice being theirs. If the director of student services or counselors are not available to cover vacation and summers, it shall be the responsibility of the coordinators of the counseling centers to obtain substitutes acceptable to the assistant dean.

11.3 Mutually agreed upon deviations from the above working conditions may be made between the assistant dean and the counselors and approved by the Administration.

11.4 The Director of Admissions and Recruitment, Cattaraugus County Campns; Director of Student Services; and Registrar; shall work 35-40 hours per week. If these individuals are required (with approval of the appropriate dean) to work in excess of the normal forty (40)-hour week, then they shall be entitled to compensatory time equal to the accumulated overtime they have worked. They shall work an administrative year and be entitled to one month (22 working days) of vacation annually at a time mutually agreed upon by the individual and the appropriate dean. Their salaries shall include their salaries for the regular academic year plus an additional 9/36 of this salary.

11.5 It is acknowledged that these positions are full-time positions and that any request by Administration for one of these individuals to teach a formal college course(s) constitutes an overload for that individual. It will be the individual faculty's option to accept or reject such a teaching overload. If he/she accepts the overload, he/she shall receive compensation at the normal overload rates for faculty.

11.6 These faculty are entitled to all faculty holidays falling within the fall and spring semesters and all administrative holidays between semesters and during the summer. These holidays shall not be counted against vacation time. Unused vacation time must be used within the subsequent year.

11.7 Mutually agreed upon deviations from the above working conditions may be made between the Administration and the individual faculty member.

11.8 In computing salary increases for these faculty members, the academic year salary shall be used as the base.

ARTICLE XII—OTHER CONDITIONS OF EMPLOYMENT

12.1 Insurance

A hospital, surgical, and major medical plan shall be provided by the college for full-time faculty and their dependents, effective on the first day of employment. The plan shall require a pre-care admission certification requiring advance notification of hospitalization, except in the case of emergencies. Effective January 1, 1992, the annual deductible for individuals shall be \$150 and for families \$250. The college will pay no more than the equivalent cost of the regular medical/hospital plan toward the cost of the qualified HMO plan offered.

12.1.1 Effective with the start of the 2005-2006 Academic year, and every year thereafter, employees participating in the medical/prescription insurance plan offered by the college will pay 15% of the cost of either the single or family plan.

12.1.2 The college will contract with a health care administrator/insurer to manage and/or provide insurance at no less than the current benefit levels (1994-95). Changes in a health care administrator/insurer that would lead to changes in coverage or benefits must be negotiated by both parties.

12.1.3 Medical histories of the participants will remain with the third party administrator and will be confidential in nature. This privacy protection shall not prevent the college from full utilization of the financial aspects of the plan and its administration.

12.1.4 The college will provide a prescription drug plan as follows:
\$3 deductible - generic drugs

\$10 deductible - non-generic drugs.

12.1.5 Effective the first day of the month following ratification, the co-pay brand name prescriptions over 30 days will be as follows:

| | |
|------------|----------------|
| 31-60 days | co-pay of \$15 |
| 61-90 days | co-pay of \$25 |

Prescriptions filled for a period of less than 31 days will continue to have a \$3 co-pay for generic and a \$10 co-pay for brand name. Generic prescriptions filled for more than 30 days will continue to have a \$3 co-pay per prescription.

12.1.6 The college shall provide a full-paid dental plan for full-time faculty members. A dependent dental plan shall be made available with additional cost borne by employees.

12.1.7 Long-term disability insurance shall be provided to all full-time faculty who have completed one year of service to the college. This insurance will provide sixty percent of income from all sources and commence ninety days after the disability and continue as long as the employee is disabled up to the age of sixty-five (65).

12.1.8 Life insurance will be provided equal to one (1) times salary not to exceed \$50,000.

12.1.9 The college shall offer a Flex Plan in which employees may, on a pre-tax basis, establish flexible spending accounts for uncovered medical expenses for employee premiums for medical benefits, for dependent care expenses, and qualified medical premiums.

12.1.10 Effective the first day of the month following ratification, the college will pay for a biennial physical for employees who are covered under the JCC medical plan and are 45 years or older, so long as the physical is administered by a PPO network provider.

12.1.11 A joint committee of Faculty Association representatives and college representatives will convene to study potential savings that could be realized by modifications to the existing plan; e.g., as in two-person plans

12.2 Adjunct Faculty Medical

Adjunct faculty working between six (6) and fifteen (15) hours per year, based upon the prior year's service, will be allowed to purchase, at their own cost, health insurance coverage through an HMO which will be brokered but not administered by the college. Adjunct faculty working more than fifteen (15) hours per year based on the prior year's service, will also be allowed to purchase group rate coverage in the HMO brokered by the college, and the college will be responsible for 15% the cost of said coverage.

| SCHEDULE OF BENEFITS | | |
|---|---|---|
| SERVICE | IN-NETWORK BENEFIT** | OUT-OF-NETWORK BENEFIT |
| IN-PATIENT HOSPITAL* (Semi Private Room) | 100%; no deductible | 100%; no deductible |
| SURGERY* | 100% up to \$5,100 per procedure; then 90% after deductible | 100% up to \$5,100 per procedure; then 70% after deductible |
| ASSISTANT SURGERY* | 20% of the amount paid for the surgery at 100%; then 90% after deductible | 20% of the amount paid for the surgery at 100%; then 70% after deductible |
| ANESTHESIA* | 20% of the amount paid for the surgery at 100%; then 90% after deductible | 20% of the amount paid for the surgery at 100%; then 70% after deductible |
| OUTPATIENT SURGERY | 100% up to \$5,100 per procedure; then 90% after deductible | 100% up to \$5,100 per procedure; then 70% after deductible |
| INPATIENT PHYSICIAN SERVICES | \$12/day at 100%; then 90% after deductible | \$12/day at 100%; then 70% after deductible |
| OFFICE VISITS | 90% after deductible | 70% after deductible |
| LAB, X-RAY & DIAGNOSTIC | 100% up to \$200 per year; then 90% after deductible | 100% up to \$200 per year; then 70% after deductible |
| PRESCRIPTION DRUGS (In hospital) | 90% after deductible | 70% after deductible |
| MAJOR MEDICAL DEDUCTIBLE COINSURANCE | \$150 individual \$250 family | \$150 individual \$250 family |
| OUT-OF-POCKET MAXIMUM (Not including deductible) | \$200 (10% of \$2,000 maximum) | \$600 (30% of \$2,000 maximum) |
| WELL-CHILD CARE (Birth to 19 years) | 100%; no deductible Birth to 1 year, up to six (6) visits 1 to 2 years, up to three (3) visits 2 through 5 years, one visit (1) per 12 months 6 through 12 years, one (1) visit per 24 months 13 through 19 years, one (1) visit per 36 months | 100%; no deductible Birth to 1 year, up to six (6) visits 1 to 2 years, up to three (3) visits 2 through 5 years, one (1) visit per 12 months 6 through 12 years, one (1) visit per 24 months 13 through 19 years, one (1) visit per 36 months |
| OUTPATIENT PHYSICIAN CARE MENTAL HEALTH | 100% up to 30 days per year; 90% up to \$75 per visit; up to 60 visits per year after deductible | 100% up to 30 days per year; 70% up to \$75 per visit; up to 60 visits per year after deductible |
| OUTPATIENT PHYSICIAN CARE MENTAL NERVOUS | 100% up to 30 days per year; 90% up to \$75 per visit; up to 60 visits per year after deductible | 100% up to 30 days per year; 70% up to \$75 per visit; up to 60 visits per year after deductible |
| INPATIENT MENTAL HEALTH | 100% up to 30 days per year; 90% up to \$75 per visit; up to 60 visits per year after deductible | 100% up to 30 days per year; 70% up to \$75 per visit; up to 60 visits per year after deductible |
| OUTPATIENT CARE SUBSTANCE ABUSE | 100% up to 30 days per year; 90% up to \$75 per visit; up to 60 visits per year after deductible | 100% up to 30 days per year; 70% up to \$75 per visit; up to 60 visits per year after deductible |
| INPATIENT SUBSTANCE ABUSE | 100% up to 30 days per year; 90% up to \$75 per visit; up to 60 visits per year after deductible | 100% up to 30 days per year; 70% up to \$75 per visit; up to 60 visits per year after deductible |
| HOME HEALTH CARE | 100%; no deductible | 100%; no deductible |
| PHYSICAL THERAPY SERVICES | 90% after deductible | 70% after deductible |
| EMERGENCY ROOM HOSPITAL SERVICES | 100%; no deductible if admitted, otherwise 90% after deductible | 100%; no deductible if admitted, otherwise 70% after deductible |
| INPATIENT SKILLED NURSING & REHABILITATIVE CARE | 100% up to 30 days per year | 100% up to 30 days per year |
| DURABLE MEDICAL EQUIPMENT | 90% after deductible | 70% after deductible |
| EMERGENCY AMBULANCE | 100%; no deductible if emergency or admitted, 90% after deductible if non-emergency | 100%; no deductible if emergency or admitted, 70% after deductible if non-emergency |
| PRESCRIPTION Administered by CENTRUS 1-800-227-7269 | Generic co-pay \$3, Non-generic co-pay \$10, \$15, \$25 (depending on supply) | Generic co-pay \$3 Non-generic co-pay \$10, \$15, \$25 (depending on supply) |

* Subject to Pre-certification Requirements. If no pre-certification benefits reduced by 10% second offense, 25% any time after that. Maximum reduction is \$200. First offense a warning letter is issued. No SSO required.

** Based on reasonable and customary charge.

12.3 Retirement Systems

Faculty members have a choice between the New York State Teachers' Retirement System or TIAA-CREF. Social Security coverage is required. The college assumes either the full or partial cost of retirement, subject to State law.

12.4 Tax-Deferred Annuities

A plan for the purchase of tax deferred annuities is available for members of the faculty (full-time and adjunct). Consult the human resource office for details. The college will match all full-time faculty contributions up to 2.25% of base salary. Effective with the beginning of the 2006-2007 Academic year this amount increases to 3% of base salary.

12.5 Tuition Waivers

Subject to SUNY regulations and funding, tuition is waived for approved study at other units of the State University of New York at the present time for full-time and part-time faculty.

12.5.1 Tuition is waived for all full-time employees of the college and their immediate families (spouses and dependent children) for course work at Jamestown Community College. Disabled or retired, long-term (after five years), full-time employees are also eligible for tuition to be waived. The amount of tuition waived shall equal the tuition minus New York State Tuition Assistance Program (TAP) monies.

12.5.2 Tuition is waived for spouses and dependent children of a full-time, long-term employee who retires from the college, or who, while employed at the college, becomes disabled or deceased.

12.6 Salary Payments

Checks may be picked up at the Business office during the regular college session and mutually agreeable arrangements may be made for vacation periods or during sabbatical(s).

12.6.1 Salary payments will be made in twenty-six (26) equal installments bi-weekly on Fridays during the academic year, on Thursdays during summer hours, and on the last day the business office is open prior to holidays.

12.6.2 Paychecks can be deposited directly into checking and or savings accounts if requested by a faculty member, rather than having them mailed. Contact the business office to make such an arrangement.

12.6.3 Adjunct faculty will be provided the option of selecting either eight (8); nine (9); or ten (10) pay periods per semester.

12.7 Sick Leave

Members of the academic staff, other than persons having temporary or part-time appointments, who are unable to perform their regularly assigned duties because of illness shall be granted sick leave with full salary by the President of the college for a period of three (3) months during each academic year. The President of the college may require at any time that proof of illness be forwarded to him for salary payments to continue. A certification stating that the faculty member can fulfill his/her job responsibilities may be required from a mutually agreed upon medical doctor and/or a licensed psychologist paid by the college prior to the faculty member being permitted to return to work.

12.7.1 During extended absences on sick leave of members of the academic staff of the college, the President of the college shall make appropriate arrangements for carrying on the activities of the college with due regard for the reasonable workload of other members of the academic staff. Such persons on sick leave shall not be required or permitted to contribute toward the salary of the substitute during their absence.

12.8 Conferences and Professional Travel

A faculty member wishing to attend a particular conference or meeting should inquire of the assistant dean well in advance of the scheduled date whether funds are available. He/she should fill out, in duplicate, the Request for Prior Approval form available from the division secretaries which calls for an estimate of the expense to be incurred, and he/she should be prepared to justify the request that payment be made from the college funds. Both

copies of the form should then be submitted to the assistant dean for a signature and final approval. If permission to attend is granted, a signed copy of the form will be returned in time so that definite plans can be made. The second copy will be retained by the assistant dean. It is expected that upon his/her return he/she will report to the assistant dean, who will arrange for information of interest to the faculty to be presented to the group.

12.8.1 Upon receipt of the Expense Report Form (only one copy is necessary) showing purpose of travel and clearly explaining expenditures, the college will make payment as promptly as possible. Receipts must accompany the Expense Report Form wherever possible. Reimbursement for approved expenditures will be made up to the amount of the Prior Approval Slip.

12.8.2 The travel allotment for faculty shall be \$500 per year. Directors and coordinators shall have an allowance of \$800. As a rule, during the academic year one (1) major conference or meeting of his/her own choice will be approved for each faculty member. If request is made by Administration to represent the institution, this will be in addition to the one major trip allowed.

12.8.3 A reasonable guide for daily expenditures is:

| | |
|------------|-----------------------|
| Room/Night | \$150.00 |
| Breakfast | \$8.00 |
| Luncheon | \$12.00 |
| Dinner | \$30.00 |
| or | \$50.00/day for meals |

For dinner, a reasonable additional amount will be approved if the dinner is a part of a conference program and a receipt is submitted.

12.8.4 a. New York State audit procedures prevent the college from paying tax on hotel bills in New York State, and reimbursement will not be made for such items appearing on expense accounts.

b. Exemption Certificates--Tax on Occupancy of Hotel Rooms--are available and should be obtained from the Business Office. Use of these forms will make it unnecessary to pay tax.

12.8.5 A sum of \$10,000 each year for the duration of the contract shall be set aside to fund travel for part-time faculty members. Prior approval for the use of this fund must be obtained from the Office of Academic Affairs.

12.8.6 College vehicles may be used for transportation, if available, provided the cost of driving same does not exceed the total public transportation cost (air or rail). Prior approval for use of private vehicles will be reimbursed at the prevailing IRS travel mileage rate.

12.8.7 Travel funds may be used for faculty to pay tuition for approved study and may be used for individual memberships for associations when either an institutional membership is not available or when the benefits of an individual membership can be shared with other faculty within the discipline and the individual membership is less expensive than an institutional membership.

12.9 Paid Child Care Leave

A paid child care leave related to a new birth or adoption may be granted to a male or female employee for up to four weeks. This leave must be taken within six months of the birth or adoption. If both parents are employees of the college, only one shall be eligible for this leave. The college shall continue to furnish said employee with full insurance benefits for one year. At the conclusion of the child care leave, the employee shall be reinstated to the status which he/she held when the leave began or to a comparable position without decrease in the rate of compensation or loss of promotional opportunities or any rightful privilege of employment. Such leaves shall not be unreasonably withheld.

12.10 Family or Domestic Partner Leave

An employee may take an unpaid family/domestic partner leave of up to one (1) year's duration for the purposes of caring for a seriously ill family member or domestic partner. Said leave shall be taken without loss of any accrued benefits. The college shall continue to furnish said employee with full insurance benefits for one full year. Leave resulting from the serious illness of a family member or domestic partner can be taken intermittently or on a reduced leave schedule when medically necessary. At the conclusion of the leave, the employee shall be reinstated at the same or equivalent title which was held when the leave began without a decrease in the rate of compensation or loss of promotional opportunities or any rightful privilege of employment. Such leaves shall not be unreasonably withheld.

12.11 Wellness Program

A complete health assessment utilizing the MicroFit System will be offered at no charge by the college's health center staff to all faculty wishing to participate. This assessment will be used to establish individual wellness programs, including exercise and workshops on diet, stress, and related health issues. The assessment can be done once per calendar year.

12.11.1 Employees shall have the annual right to waive group health insurance and/or prescription drug coverage for themselves and/or their dependents. Such waivers shall require annual certification by the employee of coverage through other sources and spousal consent for waiver of dependent coverage. Any employee waiving coverage may rejoin either plan during an open window period each September or at any time either coverage through other sources is lost. The college shall pay employees waiving group health insurance and/or prescription drug coverage a rebate equal to one-third of the cost of such coverage, payable over the fiscal year or pro-rated over the portion of the fiscal year in which the waiver exists, payable in the bi-weekly paycheck. The rebate shall be adjusted each September based on the calculated premiums. An employee should be aware that COBRA benefit entitlements at the time of separation from the college will be affected by the rebate since the employee is not effectively insured by the college. The insurance rebates will not influence an employee's base salary for purposes of step improvement, overtime, longevity, or percentage improvement in future years.

ARTICLE XIII—LEAVE OF ABSENCE

13.1 Policy

Leaves of absence may be granted to faculty members subject to the requirements and conditions set forth below.

13.2 Purpose

Leaves of absence may be granted to a faculty member for reasons of health, political office, research, further education and other employment.

13.3 Eligibility

Any faculty member who has taught for at least one (1) year at the college is eligible to apply for a leave of absence. A faculty member's request for leaves of absences may be made as often as he/she wishes. Normally, one (1) year of teaching should intervene between each leave, but the Administration may grant extensions as deemed necessary.

13.4 Terms and Conditions

A faculty member will receive no compensation from the college during his/her leave.

13.4.1 Retirement and health benefits may continue in force at the expense of the faculty member, at his option.

13.4.2 Leaves of absence shall not interrupt the period of continuous service of the faculty member toward counting the eligibility for sabbatical leave. However, the period of absence will not be counted into the six (6) consecutive years of service to apply for a sabbatical.

13.4.3 The faculty member may be eligible for promotions and pay increases during his/her leave.

13.4.4 Leaves of absence shall be granted for a period of one or two semesters.

13.4.5 In those cases in which, in the opinion of the Administration, the granting of a leave of absence would impair the instructional functions of the college, a faculty member may be required to postpone his/her leave.

13.5 Application

A request for a leave of absence shall be submitted to the faculty member's assistant dean at least three (3) months in advance of the semester or academic year in which the faculty member is requesting such a leave. The assistant dean shall make his/her recommendation to the Dean of Academic Affairs for administrative action. The applicant shall be notified of the final decision as soon as possible; normally within one (1) month of the submission to the assistant dean.

ARTICLE XIV—SABBATICAL LEAVES

14.1 Definitions

14.1.1 Full sabbatical leave-- defined to be that period of time during which the recipient is absent from the college for two (2) semesters at one-half (1/2) salary, or absent from the college for one (1) semester at full salary.

14.1.2 Half sabbatical leave- defined to be that period of time during which the recipient is absent from the college for one (1) semester at one-half (1/2) salary.

14.2 Policy

Annually, sabbatical leaves for professional development may be made available to members of the academic staff who meet the requirements set forth below. The objectives of such leave are to increase each such person's value to the college and therefore improve and enrich its program. Such leave shall not be regarded as a reward for service or as a vacation or rest period occurring automatically at stated intervals.

14.3 Purpose

Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing, or other experience of professional leave value.

14.4 Eligibility

Members of the professional staff having continuing appointments who have completed at least six (6) years of service within the college or who, if they previously have had a sabbatical leave, have completed at least six (6) years of service within the college from the date of return from their last sabbatical leave shall be eligible for a sabbatical leave. Individuals who have completed three (3) consecutive years of full-time service since their last sabbatical are eligible to apply for a one-half (1/2) year sabbatical at one-half (1/2) salary. In computing leave and periods of sick leave for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall not be considered an interruption of consecutive services. Periods of leaves of absence and the period of part-time service shall be considered interruptions of consecutive service.

14.5 Terms and Conditions

Sabbatical leaves may be granted for periods of one (1) year at rates not to exceed one-half (1/2) salary or for periods of one-half (1/2) year at rates not to exceed full salary. Members of the academic staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leaves.

14.5.1 The total number of faculty sabbatical leaves granted per academic year shall be limited to five (5) percent of the full-time faculty. The percentage is based on the full-time faculty employed as of May 1st of the calendar year preceding the year of the intended sabbatical leave. In the five (5) percent calculation, the total number of sabbaticals available shall be rounded to the next larger number. If one-half year/one-half pay sabbaticals are granted, the equivalent number of sabbaticals shall not exceed this number.

14.5.2 A one-half (1/2) year sabbatical at one-half (1/2) salary shall be counted as a one-half (1/2) sabbatical in the computation of the total number of sabbatical leaves available to the faculty.

14.5.3 All fringe benefits such as retirement, insurance, and the like shall continue in effect during the sabbatical leave at the rate of pay received during the sabbatical period. The period of sabbatical leave shall be credited as service for retirement and the granting of increments.

14.5.4 In those unusual cases in which, in the opinion of the President, the granting of sabbatical leave would impair the instructional functions of a department, a faculty member shall be required to postpone his/her leave.

14.6 Application

A completed application should be forwarded to the College-Wide Committee on Sabbaticals in care of the chairperson, by November 1 of the year preceding the academic year in which desired periods of leaves are included. Each application should include a prospectus of the scholarly activity projected, and should state the applicant's intention to continue as a member of the staff for a minimum period of one (1) year at the end of the period of the leave, and his/her agreement to submit to the President a comprehensive written report within the semester following his/her return. If the College-Wide Committee on Sabbaticals approves the application, it shall be recommended to the President. The President may grant such sabbatical leaves as he/she deems appropriate and a report of all such sabbatical leaves granted shall be presented to the Board.

14.7 College-Wide Committee on Sabbaticals

The College-Wide Committee on Sabbaticals will consist of the Dean of Academic Affairs who will be the chairperson, and four (4) members of the faculty. The four (4) faculty members (one of whom will be from the Olean campus) and two (2) alternates will be elected to this Committee by the Association of the college for a two (2)-year term.

14.7.1 The College-Wide Committee on Sabbaticals shall use the following guidelines in determining which of the completed applications will be recommended to the President of the college by the last day of the Fall semester for acceptance:

a. In those unusual cases where the President of the college has asked a faculty member to postpone his/her sabbatical leave, the number of sabbatical leaves available for the succeeding year shall be increased by one (1) if the sabbatical committee deems the postponed sabbatical leave still to be worthy. The faculty member required to postpone his/her sabbatical shall be granted that additional sabbatical leave.

b. While a faculty member making an application for a first sabbatical leave may be given preference over an applicant who has had a previous leave, the primary criterion will be the quality of the proposal.

c. All applications will be reviewed on their individual merits, and while no specific criteria are set forth, the Committee is directed to analyze the value of the proposed sabbatical in terms of value to the institution and value to the individual.

14.8 Substitutes

The Administration shall make appropriate arrangements for carrying on the activities of the college during a faculty member's absence on sabbatical leave, with due regard to the reasonable workload of the academic staff and in accordance with Section 5.5 of Article V of this Agreement.

14.9 Failure to Return

If the faculty member fails to return to the college and complete one (1) full academic year of service, he/she must repay the full amount of monies received from the college while on sabbatical leave.

14.10 Sabbatical Contracts

Any faculty member taking a sabbatical leave shall be issued a Sabbatical Contract stating the amount of monies to be received by him/her while on sabbatical leave. In addition, this Contract shall contain a clause whereby Section II of this Article is agreed upon.

ARTICLE XV—WORKING PAST RETIREMENT AND RETIREMENT INCENTIVES

15.1 Working Past Retirement

Persons who retire shall be permitted to teach/work/advise up to the number of credit hours per year allowable for any part-time faculty member. This teaching assignment shall be arranged at the mutual convenience of the Administration and the faculty member. Compensation shall be at the overload rate per credit hour identified in section 5.5.

15.2 Criteria

Decisions on early retirement incentive payments will be made by the Administration based on the following criteria:

- a. The effect on the quality of our academic program.
- b. Demonstrations that the costs of early retirement programs in any given year will be fully offset by the savings to be realized in the first two (2) years of the early retirement.
- c. Satisfactory evidence that the payments required by early retirement will not affect needed cash flow.

15.2.1 Requests

Requests for early retirements shall be submitted to the Dean of Academic Affairs or the Dean of Student Development and Marketing on or before November 1st of the academic year preceding the intended academic year of early retirement. The Administration will respond the day after the regular December Board meeting.

15.2.2 Benefits for Retirement

a. An employee may request a voluntary retirement incentive from the college if he/she has been employed in a full-time position at the college for at least twenty (20) years at the time of retirement. If the retirement request is approved by the Administration and meets the criteria cited in Article XIV, the employee shall receive an amount equal to \$37,000 plus an additional \$1,800 for each year of service over ten (10) years. This amount shall be divided into five (5) equal installments payable over five (5) years beginning with the first year of retirement. Payment shall be made on or about September 1 of each year.

b. Full insurance benefits for retirees and dependents for one (1) year following retirement will be provided by the college. The college shall continue payment of all health benefits for the retiree for a maximum of ten (10) years or until the retiree qualifies for Medicare or another equivalent replacement for Medicare. The retired faculty member may maintain personal health and other existing benefits for dependents at the retiree's expense after retirement.

c. Arrangements for the type of payment by the college to the retiree or designee or designated account shall be mutually agreed upon by the college and the retiree. In the case of the death of the retiree before the completion of the negotiated payments, the college shall remunerate the retiree's designated beneficiaries or designated account.

d. In all cases referenced above, the college will not make duplicate payments for health benefits if the retiree subsequently becomes employed in an environment where comparable health insurance is provided as a benefit.

ARTICLE XVI—AGREEMENT VALIDITY

17.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such application or provision shall not be deemed valid, but all other provisions or applications shall continue to be in full force and effect.

ARTICLE XVI—AGREEMENT VALIDITY

17.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such application or provision shall not be deemed valid, but all other provisions or applications shall continue to be in full force and effect.

ARTICLE XVII—DURATION OF THIS AGREEMENT

18.1 This contract shall be in effect from September 1, 2003 to August 31, 2007.

**Negotiating Team—Faculty Association
Jamestown Community College**

**Negotiating Team—Administration
Jamestown Community College**

Elizabeth L. Sparkey

Susan C Bronsten

Warrington Jackson

Paul A. Aschman

Rebecca L. Nyström

Monica M. Moore

[illegible]

David H. Ingram

APPENDIX A

GUIDELINES FOR FACULTY PROMOTION AND HIRING

I. Introduction

The system of faculty rank is based on recognizing the contributions which faculty make. Within this system, faculty are rewarded by promotion for making those contributions deemed important by the college and for demonstrating that they are striving to make the fullest contribution of which they are capable. The description of the type of contribution expected at each rank is described in II below.

In this context, promotion is not a function of the amount of education or of longevity. Gaining additional education, however, is evidence that the professor is attempting to increase his/her ability to contribute and, therefore, his/her chances for promotion are increased.

Similarly, additional experience in teaching would usually increase the professor's contribution and also provide his/her colleagues who evaluate him/her with additional evidence of his/her contribution. Guidelines for the expected number of graduate hours and years of experience for promotion are listed under III below. Promotions, then, are not automatic, nor do they require a specific number of years of experience or credit hours.

The contributions which faculty can make fall into four general categories:

1. Teaching students.
2. Leadership to his/her department and to the college.
3. Contributions to the community.
4. Contributions to his/her professional field outside of the college.

These forms of contributions are listed in the approximate order of the importance in which the college views them.

II. Description of Professional Ranks

Full Professor--These persons greatly exceed the usual expectations in their total contributions to teach and to the college. They are outstanding in their ability to present material in an understanding, professional, and intellectually stimulating way, while at the same time maintaining an atmosphere in the class which is most conducive to learning. They constantly evaluate their methods of teaching and seek new and different approaches to instruction. They are involved in the total commitment of the college and actively participate in the business of the college through committee participation and faculty meetings. They are very much involved in the functioning and the improvement of the college. They are recognized leaders and actively assist others in increasing their levels of performance. Normally, they also make contributions outside of the college by serving on boards and committees, acting as speakers or resource persons and/or they provide leadership to education and their discipline through writing, research, and serving on committees.

Associate Professor--These persons exceed the usual expectations in their total contributions to teaching and to the college. They are exceeding the usual norms in their ability to present material in an understanding, professional, and intellectually stimulating way, while at the same time maintaining an atmosphere in the class which is conducive to learning. They constantly evaluate their methods of teaching and seek new and different approaches to instruction. They are involved in the total commitment of the college and actively participate in the business of their division and college. They are gaining recognition as leaders within the college and show the potential for further developing this ability. Normally, they also make significant contributions to the community and to their profession.

Assistant Professor--The persons holding this rank have exhibited development in various areas of professional growth. Because of this, they have achieved a level of teaching proficiency beyond that of the instructor. Assistant professors have begun to make real contributions to the institution through productive committee work, work with student associations, and more effective professional relationships with their fellow educators. They are aware of their areas of needed professional growth and seek ways of improving.

Instructor--The persons at this rank are performing at least at a satisfactory level. Students in their classes are learning, and they are in the process of becoming more effective teachers. Their primary contribution lies in their teaching, but they are becoming aware of their potential areas of development and are beginning to achieve results in these areas. Normally, those with limited teaching experience will start at this rank.

III. Educational and Experience Guidelines for Promotion and Hiring

In considering candidates for promotion, the following criteria will be assessed by evaluators and the HRPST Committee: Contributions to JCC, contributions to the community, contributions to one's professional field, growth in one's professional field, time in rank, and hours beyond the bachelors/ masters degrees. A deficiency in one of these areas will not be sufficient to deny a person an opportunity for promotion. Under no circumstances are promotions simply a function of time in rank or the mere accumulation of graduate hours. Possession of those quantitative qualifications for a particular rank does not mean the rank will be automatically awarded.

A. Contributions and Professional Growth

1. Contributions to JCC

- a. Ability to teach and a desire to improve that ability.
- b. Actively involved in meaningful and productive advisement, assistance to students and student activity efforts.
- c. Integrating academic and student affairs.
- d. Willingness to assist the college in attracting and retaining students.
- e. Regular attendance at faculty meetings. Participation in committees.
- f. Assuming leadership roles at faculty meetings, or committees, etc.
- g. Developing special programs, seminars, curricula, etc.
- h. Writing grants.

2. Contributions to the Community

- a. Serving as an educational broker.
- b. Serving as speakers.
- c. Serving as resource persons.
- d. Serving on community service committees.
- e. Serving as non-paid members of board of directors of agencies, club, or county committees.

3. *Contributions to One's Professional Field*

- a. Writing books or articles.
- b. Giving speeches at conferences, workshops, or seminars.
- c. Serving on state or national committees relevant to one's field.
- d. Writing grants relevant to one's field.
- e. Recognition of professional contributions by one's colleagues.

4. *Growth in One's Professional Field*

- a. Participation in workshops and seminars.
- b. Participation in non-credit courses.
- c. Application of new developments to one's discipline.

The above guidelines are intended to be representative—not inclusive.

B. Year in Rank and Hours

In truly exceptional cases, two years of teaching at JCC or elsewhere shall be the minimum time in rank at the Instructor level for consideration for promotion to the Assistant Professor level. Aside from the exception just cited, time in rank and credit hours earned shall be consistent with the following guidelines:

RANK: Instructor to Assistant Professor

YEARS4

HOURS BEYOND MASTER'S0

HOURS BEYOND BACHELOR'S30

RANK: Assistant to Associate Professor

YEARS4

HOURS BEYOND MASTER'S21

HOURS BEYOND BACHELOR'S.....51

RANK: Associate to Full Professor

YEARS5

HOURS BEYOND MASTER'S30

HOURS BEYOND BACHELOR'S60

Appropriate undergraduate hours may be included in the minimum number of hours recommended. If a faculty member has not earned sufficient credit hours as listed above, the following guidelines for time in rank and credit hours shall be applied:

RANK: Assistant to Associate Professor

YEARS.....7

HOURS BEYOND MASTER'S9

HOURS BEYOND BACHELOR' S.....39

RANK: Assistant to Associate Professor

YEARS6

HOURS BEYOND MASTER'S.....15

HOURS BEYOND BACHELOR'S45

RANK: Associate to Full Professor

YEARS8

HOURS BEYOND MASTER'S18

HOURS BEYOND BACHELOR'S.....48

1. Appropriate Hours

Appropriate graduate and undergraduate hours include but are not limited to the following:

- a. Hours in the discipline in which a faculty member teaches.
- b. Approved hours related to the discipline in which a faculty member teaches.
- c. Approved hours outside the discipline in which a faculty member teaches.

The intent of (b) and (c) is to provide a reasonable amount of flexibility relative to the concept of 'appropriate' hours, consistent with the philosophy that knowledge in breadth as well as depth is desirable for faculty members at JCC. It is not the intent of (b) and (c) to define flexibility so broadly that virtually any hours are deemed appropriate hours.

The concept of related hours is restricted to hours that relate directly to a faculty member's discipline. Thus, computer science courses for business faculty, electronics courses for physics faculty, and biology courses for nursing faculty would be examples of appropriate related hours.

The concept of outside hours serves to discourage an interdisciplinary approach to problems and to recognize the fact that institutional needs can arise for which no in-house expertise exists. Thus, courses that increase the scientific literacy of non-science faculty and courses that make technical faculty aware of the social, political, and economic implications of a given technology illustrate viable outside hours.

Earning credits in education alone will not be considered sufficient to meet the guidelines for appropriate hours, except in certain cases (e.g., higher education administration and areas of student services) when graduate education courses are appropriate.

2. Approval for Related and Outside Courses

How directly a course relates to a particular faculty member's discipline or how relevant an outside course is to current institutional needs cannot be answered by a blanket general statement. Thus, in order for a related or outside course to be deemed appropriate and to assess the credit it is worth, the following process will be followed:

a. Prior to enrolling for such courses, a faculty member seeking approval shall submit in writing a formal approval request form to his/her assistant dean, who shall submit a recommendation to the Dean of Academic Affairs. In the case of the Library, faculty shall submit their proposals to the Director of the Library, who shall offer a recommendation to the Dean of Academic Affairs.

b. The Dean of Academic Affairs shall notify the faculty member of the decision.

c. If the course is not approved, the faculty member may appeal the decision to the HRPST Committee.

d. HRPST shall forward to the faculty member the decision relative to the appeal. In reaching its decision, HRPST shall consider the following:

(1) All written recommendations which are part of the approval process.

(2) The relevance of the course(s) to the faculty member's discipline and institutional needs.

(3) The content, length, and academic rigor of the course(s).

APPENDIX B

BY-LAWS OF THE FACULTY

The By-laws of the faculty as recorded in the 1994-1998 Collective Bargaining Agreement shall henceforth be published as a separate document.

This document shall be considered a policy document of the College which can only be modified by the procedure contained within the By-laws.

APPENDIX C

GUIDELINES FOR TENURED FACULTY EVALUATION

Tenured faculty evaluation
(Teaching and Non-teaching)

- PREAMBLE:** The excellence of Jamestown Community College is dependent on faculty who embrace their disciplines and are dedicated to helping students know those disciplines. Tenure is awarded to individual faculty who have demonstrated their academic competence and their ability to inspire students. Tenure indicates the College's trust in selected faculty. As with all human behavior subject to the passage of time, teaching excellence requires the opportunity to stay current with course content and with teaching process as well as with self-renewal activities. The best teachers engage in these important processes as a matter of course. The College and colleagues are professionally obliged to provide support for this maintenance of excellence. The individual professor needs to be committed to regular self-evaluation with input from colleagues and students to ensure that the College can rightfully continue to celebrate its excellence. To make excellence endemic is the purpose of this tenured faculty review process.
- INTENT:** The tenured faculty evaluation process is not to be confused with evaluation for promotion or tenure or with other actions associated with the HRPST process. Ideally, the purposes of this process are for development and renewal. The faculty member will conclude the evaluation process with a stronger sense of self and with knowledge which will allow for an expansion of his/her contributions within the College and the community.
- HRPST PROCESS:** If a tenured faculty member applies for promotion in a given year, the HRPST evaluation will supplant the tenured faculty evaluation process if it occurs in years four or five. The faculty member may elect to include the results of these evaluations. If a faculty member chooses not to use these results, such choice shall not be viewed negatively by HRPST in considering promotion.
- TIME:** The tenured faculty evaluation process will occur every five years. A timeline for the evaluation process follows:
- | | |
|-----------------------|---|
| April 15 | Deadline for identification of faculty to be reviewed |
| September to December | Portfolio assembly |
| February 15 | Deadline for meeting with chairs to review portfolio, identify goal areas and create a timeline for goal completion |
| March 15 | Work on goals, meet with assistant deans, review and modify goals |
| April 15 | Plan for completion of goals in subsequent years |
| May 1 | Deadline for final report to assistant dean |
- SELECTION:** It will be the responsibility of the assistant dean to be sure all tenured faculty in a division are evaluated every five years. In the unlikely event it would prove unproductive for a faculty member to develop and implement the evaluation process with a particular assistant

dean, the faculty member may request the appropriate dean to assign him/her to a replacement assistant dean

RESPONSIBILITY: The faculty member will be responsible for designing the specifics of his/her plan and for following the process through to completion. The role of the assistant dean is to assist in the process and offer guidance only as needed. Also, the assistant dean will prepare a final report on the process and the plan to the appropriate Dean.

PROFESSIONAL RANKS: The descriptions of faculty ranks, as outlined in the Contract, will be used for the process. The faculty member will seek a comparison between his/her current performance and those descriptions.

OVERVIEW: The tenured faculty member evaluation process will consist of the following steps:

1. Selection of faculty
2. Design of evaluation process specifics
3. Implementation of evaluation process and development of portfolio
4. Progress meeting, and then final meeting with assistant dean

PORTFOLIO COMPONENTS: The tenured faculty member will be responsible for building a portfolio to submit to the assistant dean. The portfolio will include:

1. Self evaluation—The faculty member will prepare a written analysis to include goals and future directions of his/her teaching expertise, professional involvement, and institutional/community involvement. The descriptions of the professional ranks will be used as a comparison.
2. Peer evaluation—The tenured faculty member, in consultation with the assistant dean, will select a colleague to assist with the evaluation. The peer evaluator may or may not be from within the tenured faculty member's division.

The peer evaluator selected may well be a person who can help enhance change in those areas the faculty member has chosen during the evaluation. The evaluator will write an evaluation for the portfolio to include comments on teaching and professional effectiveness and institutional/community involvement. Again, the professional ranks descriptions will be used as a comparison.

3. Student evaluations—Student evaluations will be placed in the portfolio. Two semesters of student evaluations shall be included. Faculty being evaluated will write appropriate summary statements on the content of the evaluation. Non-teaching faculty will not collect student evaluations unless it is determined to be relevant by the supervisor.
4. Assistant dean evaluation—The assistant dean will write a comprehensive evaluation of the faculty member to include teaching expertise and quality of college/community involvement, referencing the description of academic ranks.

INSTITUTIONAL SUPPORT: The institution will support the use of contractual travel and sabbatical and faculty development funds to assist the faculty member in achieving the goals that are developed as a result of the evaluation process.

REVIEW: By February 15 of the evaluation year, a meeting will be scheduled between the tenured faculty member and the assistant dean. During this meeting, the contents of the portfolio will be reviewed with emphasis being placed on the faculty member's strengths and positive contributions to the college/community. From this review process will come some specific

areas to be developed into several focused goals. The faculty member and the assistant dean will reach agreement on the content of the goals to cover a 3-5 year period. Such goals shall include goals for professional growth.

GOALS: During the review, a timeline will be developed for goal completion to include a fall semester review date with the assistant dean. At this point, goals may be modified as agreed upon between the faculty member and assistant dean. Goal statements will include desired outcomes with processes defined to measure the effectiveness of goal completion. Throughout the goal definition process, emphasis will be placed on the development and renewal of the faculty member.

COMPLETION: When the goal plan is completed, the faculty member will submit a final report no later than May 1. The report will emphasize the personal and professional development outcomes of the evaluation process and the plan for goals to be accomplished. The report will be shared with the respective assistant dean and the appropriate dean.

ASSISTANT DEAN: The assistant dean will note the progress of the tenured faculty member's evaluation in his/her final report on that individual to the appropriate dean.

SUMMARY: The purpose of the tenured faculty evaluation process is growth and personal renewal. Throughout the evaluation process, it is hoped that all energies both personal and institutional will be directed to these ends. As a result, not only will the individual faculty member be of more value to self and students, but the College will benefit from the faculty member's contributions.

APPENDIX D

AWARDS FOR PROMOTIONS AND FACULTY EXCELLENCE

The stipend for faculty promotion shall be \$1,500.00 which shall be added to the faculty member's base pay, effective with the first pay of the academic year in which the promotion becomes effective regardless of the settlement of a new contract. The Administration may develop a faculty award for excellence program which may include both monetary and non-monetary awards. Should this program be initiated, the criteria for the award shall be presented no later than the November faculty meeting each year.

NOTE: Assistant Professors / Associate Professors / Full Professors: Change in dollar amount to be reflected with advancements beginning in the 2005-2006 academic year. Amount applied to base salary before percentage raise is calculated.

APPENDIX E

REPORT OF CREDIT GIVEN TO FACULTY FOR NON-TEACHING ACTIVITIES

Upon request the Administration shall provide the Association President with a report detailing the credit given to each faculty member assigned non-credit activities such as athletics, performing art productions and coordinating functions.

APPENDIX F

FUND FOR FACULTY DEVELOPMENT

As it is an expectation of the college that faculty will practice professional growth through educational study, research, related travel or other activities conducive to professional growth, the college shall establish a fund for faculty development.

Administration shall allocate at least \$30,000 for each year for faculty development and shall establish a process for the allocation of these funds.

A Faculty Development Committee shall be established to allocate the monies in any given year, in accord with this expectation. The composition of the committee shall be two (2) faculty members appointed by the Faculty Association and two (2) representatives, to be appointed by the President. The Committee shall establish specific criteria and procedures for the faculty proposals.

The Committee is charged with developing guidelines if the number or dollar amount of proposals exceeds the yearly allocation of funds. Requests for advances or vouchers for reimbursement must contain adequate documentation. In cases of release time, the college will pay a part-time faculty member with the expense being charged to this fund.

**APPENDIX G
ADJUNCT MATRICES**

2002-2003 matrix for reference only

ADJUNCT MATRIX

2002-2003 (Each cell increased \$20.00)

| Teaching or Relevant Experience | <i>Associates or Bachelors</i> | <i>Masters</i> | <i>Masters +30</i> | <i>Doctorate or Terminal</i> |
|---------------------------------|--|----------------|--------------------|------------------------------|
| Category 1 (0-18 hours)* | 525 | 545 | 565 | 585 |
| Category 2 (19-36 hours)* | 535 | 565 | 585 | 610 |
| Category 3 (37-54 hours)* | 545 | 585 | 610 | 635 |
| Category 4 (55 - 72 hours)* | 565 | 610 | 635 | 660 |
| Category 5 (above 72 hours)* | 610-660 | | 660-705 | |
| Category 6 (special cases)* | Up to overload rate for full-time faculty--\$705 | | | |

*College contact hours only.

ADJUNCT MATRIX

2003-2004 (Each cell increased 3% over previous year)

| Teaching or Relevant Experience | <i>Associates or Bachelors</i> | <i>Masters</i> | <i>Masters +30</i> | <i>Doctorate or Terminal</i> |
|---------------------------------|---|----------------|--------------------|------------------------------|
| Category 1 (0-18 hours)* | 541 | 561 | 582 | 603 |
| Category 2 (19-36 hours)* | 551 | 582 | 603 | 628 |
| Category 3 (37-54 hours)* | 561 | 603 | 628 | 654 |
| Category 4 (55 – 72 hours)* | 582 | 628 | 654 | 680 |
| Category 5 (above 72 hours)* | 628 – 680 | | 680 - 726 | |
| Category 6 (special cases)* | Up to overload rate for full-time faculty --\$726 | | | |

*College contact hours only.

ADJUNCT MATRIX

2004-2005 (Each cell increased by 3.5% over previous year)

| Teaching or Relevant Experience | <i>Associates or Bachelors</i> | <i>Masters</i> | <i>Masters +30</i> | <i>Doctorate or Terminal</i> |
|---------------------------------|--|----------------|--------------------|------------------------------|
| Category 1 (0-18 hours)* | 560 | 581 | 602 | 624 |
| Category 2 (19-36 hours)* | 570 | 602 | 624 | 650 |
| Category 3 (37-54 hours)* | 581 | 624 | 650 | 677 |
| Category 4 (55 - 72 hours)* | 602 | 650 | 677 | 704 |
| Category 5 (above 72 hours)* | 650 – 704 | | 704 - 751 | |
| Category 6 (special cases)* | Up to overload rate for full-time faculty -- \$751 | | | |

*College contact hours only.

ADJUNCT MATRIX

2005-2006 (Each cell increased 3, 5% over previous year)

| Teaching or Relevant Experience | <i>Associates or Bachelors</i> | <i>Masters</i> | <i>Masters +30</i> | <i>Doctorate or Terminal</i> |
|---------------------------------|--|----------------|--------------------|------------------------------|
| Category 1 (0-18 hours)* | 580 | 601 | 623 | 646 |
| Category 2 (19-36 hours)* | 590 | 623 | 646 | 673 |
| Category 3 (37-54 hours)* | 601 | 646 | 673 | 701 |
| Category 4 (55 - 72 hours)* | 623 | 673 | 701 | 729 |
| Category 5 (above 72 hours)* | 673 – 729 | | 729 - 777 | |
| Category 6 (special cases)* | Up to overload rate for full-time faculty--\$777 | | | |

*College contact hours only.

ADJUNCT MATRIX

2006-2007 (Each cell increased by 3.25% over previous year)

| Teaching or Relevant Experience | <i>Associates or Bachelors</i> | <i>Masters</i> | <i>Masters +30</i> | <i>Doctorate or Terminal</i> |
|---------------------------------|--|----------------|--------------------|------------------------------|
| Category 1 (0-18 hours)* | 599 | 621 | 643 | 667 |
| Category 2 (19-36 hours)* | 609 | 643 | 667 | 695 |
| Category 3 (37-54 hours)* | 621 | 667 | 695 | 724 |
| Category 4 (55 - 72 hours)* | 643 | 695 | 724 | 753 |
| Category 5 (above 72 hours)* | 695 - 753 | | 753 - 802 | |
| Category 6 (special cases)* | Up to overload rate for full-time faculty--\$802 | | | |

*College contact hours only.

**APPENDIX II—ACADEMIC CALENDARS
JAMESTOWN COMMUNITY COLLEGE
Jamestown, New York**

JCC COLLEGE CALENDAR

2003-2004

OFFICIAL – 12/02

2003 FALL SEMESTER

August

| | | |
|-------|-------------|--|
| 21 | Thursday | Faculty return to campus |
| 21-22 | Thurs.-Fri. | Student orientation, advisement, registration |
| 25 | Monday | Classes begin at 8 a.m. |
| 25-29 | Mon.-Fri. | Late registration, and senior citizen registration |

September

| | | |
|----|---------|--|
| 1 | Monday | Labor Day - no classes |
| 2 | Tuesday | Classes resume at 8 a.m. |
| 29 | Monday | Last day to choose CR/F grade option for traditional semester courses |
| 29 | Monday | Last day to choose audit grade option for traditional semester courses |

October

| | | |
|----|-----------|---|
| 7 | Tuesday | Sixth week grades due by noon at the registrar's office in Jamestown |
| 13 | Monday | Columbus Day - no classes |
| 14 | Tuesday | Faculty Workshop - no classes |
| 15 | Wednesday | Classes resume at 8 a.m. |
| 27 | Monday | Last day to change CR/F back to regular grading system for traditional semester courses |

November

| | | |
|-------|-----------|--|
| 5 | Wednesday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF "W" |
| 25 | Tuesday | Thanksgiving recess begins at 10 p.m. |
| 26-30 | Wed.-Sun. | Thanksgiving holiday - no classes |

December

| | | |
|-------|---------------|---|
| 1 | Monday | Classes resume at 8 a.m. |
| 15 | Monday | All classes end |
| 16-18 | Tues. Thurs.* | Final examinations (until noon) |
| 19 | Friday | Grades due by noon at the registrar's office in Jamestown |

*** 15 weeks of day and evening classes ***

This calendar was developed in the absence of any information for the Chautauqua Erie II BOCES or the Cattaraugus Allegany BOCES.

2004 SPRING SEMESTER

January

| | | |
|-------|---------------|--|
| 7 | Wednesday | Faculty return to campus |
| 7 | Wednesday | Faculty Workshop no classes |
| 8 - 9 | Thurs. - Fri. | Student orientation, advisement, registration |
| 12 | Monday | Classes begin at 8 a.m. |
| 12-16 | Mon.-Fri. | Late registration, and senior citizen registration |
| 19 | Monday | Martin Luther King Day - no classes |
| 20 | Tuesday | Classes resume at 8 a.m. |

February

| | | |
|---------|-----------|---|
| 16 - 20 | Mon.-Fri. | Winter Holiday – no classes |
| 23 | Monday | Classes resume at 8 a.m. |
| 23 | Monday | Last day to choose CR/F grade option for traditional semester courses |
| 23 | Monday | Last day to choose audit grade option for traditional semester course |
| 26 | Thursday | Sixth week grades due by noon at the registrar's office in Jamestown |

March

| | | |
|----|----------|---|
| 18 | Thursday | Last day to change CR/F back to regular grading system for traditional semester courses |
| 29 | Monday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF "W" |

April

| | | |
|------|-----------|----------------------------|
| 5-10 | Mon.-Sat. | Spring recess – no classes |
| 12 | Monday | Classes resume at 8 a.m. |

May

| | | |
|-------|----------------|---|
| 10 | Monday | Day and evening classes end |
| 11-13 | Tues.-Thurs. * | Final examinations (until noon) |
| 14 | Friday | Grades due by noon at the registrar's office in Jamestown |
| 14 | Friday | Commencement exercises at Cattaraugus |
| 15 | Saturday | Commencement exercises at Jamestown |

15 weeks of day and evening classes

2004 SUMMER SESSION I

May

| | | |
|-------|------------|---|
| 17 | Monday | Classes begin at 8 a.m. |
| 17-18 | Mon.-Tues. | Late registration and senior citizen registration |
| 27 | Thursday | Last day to choose CR/F or audit grade option |
| 31 | Monday | Memorial Day – no classes |

June

| | | |
|----|-----------|--|
| 1 | Tuesday | Classes resume at 8 a.m. |
| 9 | Wednesday | Last day to return to regular grading system from CR/F |
| 28 | Monday | End of Summer Session I |
| 30 | Wednesday | Grades due in registrar's office by noon |

2004 SUMMER SESSION II

July

| | | |
|-----|------------|--|
| 5 | Monday | Classes begin at 8 a.m. |
| 5-6 | Mon.-Tues. | Late registration and senior citizen registration |
| 15 | Thursday | Last day to choose CR/F or audit grade option |
| 27 | Tuesday | Last day to return to regular grading system from CR/F |

August

| | | |
|----|----------|--|
| 12 | Thursday | End of Summer Session II |
| 16 | Monday | Grades due at registrar's office by noon |

*Final Examinations on Thursday, December 18, and Thursday, May 13, must end by 12 noon.

NOTE: This calendar includes negotiated dates as well as additional institutional deadlines.

JCC COLLEGE CALENDAR 2004-2005

2004 FALL SEMESTER

August

| | | |
|-------------|-------------|--|
| 26 | Thursday | Faculty return to campus |
| 26-27 | Thurs.-Fri. | Student orientation, advisement, registration |
| 30 | Monday | Classes begin at 8 a.m. |
| 30- Sept. 3 | Monday | Late registration, and senior citizen registration |

September

| | | |
|---|----------|--|
| 4 | Saturday | Saturday Classes meet |
| 6 | Monday | Labor Day - no classes - college holiday |
| 7 | Tuesday | Classes resume at 8 a.m. |

October

| | | |
|----|-----------|---|
| 4 | Monday | Last day to choose CR/F grade option for traditional semester courses (33%) |
| 4 | Monday | Last day to choose audit grade option for traditional semester courses |
| 9 | Saturday | Saturday Classes meet |
| 11 | Monday | Columbus Day - no classes |
| 12 | Tuesday | Faculty Workshop - no classes |
| 13 | Wednesday | Classes resume at 8 a.m. |
| 13 | Wednesday | Sixth week grades entered into Banner Web by noon |

November

| | | |
|-------|-----------|---|
| 1 | Monday | Last day to change CR/F back to regular grading system for traditional semester courses (57%) |
| 3 | Wednesday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF "W" (66%) |
| 23 | Tuesday | Thanksgiving recess begins at 10 p.m. |
| 24-27 | Wed.-Sat. | Thanksgiving recess - no classes |
| 24-26 | Wed.-Fri. | College holiday |
| 29 | Monday | Classes resume at 8 a.m. |

December

| | | |
|--------|-----------------|---|
| 20 | Monday | Day and evening classes end |
| 21-23 | Tues. - Thurs.* | Final examinations |
| 24 | Friday | Grades shall be entered into Banner Web by noon |
| 24 -31 | Fri. - Fri. | College holiday |

*** 15 weeks of day and evening classes ***

This calendar was developed in the absence of any information for the Chautauqua Erie II BOCES and the Cattaraugus Allegany BOCES.

2005 SPRING SEMESTER

January

| | | |
|---------|---------------|--|
| 13 | Thursday | Faculty return to campus |
| 13 - 14 | Thurs. - Fri. | Student orientation, advisement, registration |
| 17 | Monday | College Holiday |
| 18 | Tuesday | Classes begin at 8 a.m. |
| 18 - 24 | Tues. - Mon. | Late registration, and senior citizen registration |

February

| | | |
|----|-----------|---|
| 19 | Saturday | Saturday Classes meet |
| 21 | Monday | Presidents Day - no classes |
| 22 | Tuesday | Faculty Workshop - no classes |
| 23 | Wednesday | Classes resume at 8 a.m. |
| 23 | Wednesday | Sixth week grades entered into Banner Web by noon |

March

| | | |
|------------|-----------|---|
| 7 | Monday | Last day to choose CR/F grade option for traditional semester courses (33%) |
| 7 | Monday | Last day to choose audit grade option for traditional semester course |
| 15 | Tuesday | Last day to change CR/F back to regular grading system for traditional semester courses (57%) |
| 22 | Tuesday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF "W" (66%) |
| 22 | Tuesday | Spring recess begins at 10 p.m. |
| 23- Apr. 2 | Wed.-Sat. | Spring recess - no classes |
| 25 | Friday | College holiday (Easter - Mar. 27) |

April

| | | |
|---|--------|--------------------------|
| 4 | Monday | Classes resume at 8 a.m. |
|---|--------|--------------------------|

May

| | | |
|-------|--------------|---|
| 16 | Monday | Day and evening classes end |
| 17-19 | Tues.-Thurs* | Final examinations |
| 20 | Friday | Grades shall be entered into Banner Web by noon |
| 20 | Friday | Commencement exercises at Cattaraugus |
| 21 | Saturday | Commencement exercises at Jamestown |

15 weeks of day and evening classes

*Final Examinations on Thursday, December 23, and Thursday, May 19, shall end not later than 12 noon.

2005 SUMMER SESSION I

May

| | | |
|-------|------------|---|
| 23 | Monday | Classes begin at 8 a.m. |
| 23-24 | Mon.-Tues. | Late registration and senior citizen registration |
| 30 | Monday | Memorial Day – no classes –college holiday |
| 31 | Tuesday | Classes resume at 8 a.m. |

June

| | | |
|----|----------|---|
| 3 | Friday | Monday Classes Held – college open |
| 3 | Friday | Last day to choose CR/F or audit grade option (33%) |
| 9 | Thursday | Last day to return to regular grading system from CR/F (57%) |
| 16 | Thursday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF “W” (66%) |
| 30 | Thursday | End of Summer Session I |

July

| | | |
|---|------------------|---|
| 1 | Friday | Grades shall be entered into Banner Web by noon |
| 4 | Independence Day | College Holiday – Monday |

6 weeks of day and evening classes

2005 SUMMER SESSION II

July

| | | |
|-----|-------------|--|
| 6 | Wednesday | Classes begin at 8 a.m. |
| 6-7 | Wed.-Thurs. | Late registration and senior citizen registration |
| 19 | Tuesday | Last day to choose CR/F or audit grade option (33%) |
| 26 | Tuesday | Last day to return to regular grading system from CR/F (57%) |

August

| | | |
|----|-----------|---|
| 2 | Tuesday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF “W” (66%) |
| 16 | Tuesday | End of Summer Session II |
| 17 | Wednesday | Grades shall be entered into Banner Web by noon |

6 weeks of day and evening classes

NOTE: This calendar includes negotiated dates as well as additional institutional deadlines.

Staff Holiday Schedule – 13 Days

| Holidays | Year | Dates | No. of days | Comments |
|--------------------|------|-------------------|-------------|------------------------|
| Labor Day | 04 | Sept. 4 | 1 | Monday |
| Thanksgiving | 04 | Nov. 24 – 26 | 3 | Wed. – Fri. |
| Christmas | 04 | Dec. 24 – Dec. 31 | 6 | Fri. – Fri. |
| Martin Luther King | 05 | Jan. 17 | 1 | Monday |
| Spring Break | 05 | Mar. 25 | 1 | Good Friday |
| Memorial Day | 05 | May 31 | 0 | Fri. June 3 - Work Day |
| Independence Day | 05 | July 4 | 1 | Monday |

JCC COLLEGE CALENDAR

2005-2006

2005 FALL SEMESTER

August

| | | |
|-----------|-------------|--|
| 25 | Thursday | Faculty return to campus |
| 25-26 | Thurs.-Fri. | Student orientation, advisement, registration |
| 29 | Monday | Classes begin at 8 a.m. |
| 30-Sept 2 | Tues.-Fri. | Late registration, and senior citizen registration |

September

| | | |
|---|----------|--|
| 3 | Saturday | Saturday Classes meet |
| 5 | Monday | Labor Day - no classes - college holiday |
| 6 | Tuesday | Classes resume at 8 a.m. |

October

| | | |
|----|-----------|---|
| 3 | Monday | Last day to choose CR/F grade option for traditional semester courses (33%) |
| 3 | Monday | Last day to choose audit grade option for traditional semester courses |
| 8 | Saturday | Saturday Classes meet |
| 10 | Monday | Columbus Day - no classes |
| 11 | Tuesday | Faculty Workshop - no classes |
| 12 | Wednesday | Classes resume at 8 a.m. |
| 12 | Wednesday | Sixth week grades entered into Banner Web by noon |
| 31 | Monday | Last day to change CR/F back to regular grading system for traditional semester courses (57%) |

November

| | | |
|-------|-----------|--|
| 2 | Wednesday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF "W" (66%) |
| 22 | Tuesday | Thanksgiving recess begins at 10 p.m. |
| 23-26 | Wed.-Sat. | Thanksgiving recess - no classes |
| 23-25 | Wed.-Fri. | College holiday |
| 28 | Monday | Classes resume at 8 a.m. |

December

| | | |
|---------|-----------------|---|
| 19 | Monday | Day and evening classes end |
| 20-22 | Tues. - Thurs.* | Final examinations |
| 23 | Friday | Grades shall be entered into Banner Web by noon |
| 24 - 31 | Sun. - Sat. | College holiday |

*** 15 weeks of day and evening classes ***

This calendar was developed in the absence of any information for the Chautauque Erie II BOCES and the Cataraugus Allegany BOCES.

2006 SPRING SEMESTER

January

| | | |
|---------|---------------|--|
| 12 | Thursday | Faculty return to campus |
| 12 - 13 | Thurs. - Fri. | Student orientation, advisement, registration |
| 16 | Monday | College Holiday |
| 17 | Tuesday | Classes begin at 8 a.m. |
| 17 - 23 | Tues. - Mon. | Late registration, and senior citizen registration |

February

| | | |
|----|-----------|---|
| 18 | Saturday | Saturday Classes meet |
| 20 | Monday | Presidents Day - no classes |
| 21 | Tuesday | Faculty Workshop - no classes |
| 22 | Wednesday | Classes resume at 8 a.m. |
| 22 | Wednesday | Sixth week grades entered into Banner Web by noon |

March

| | | |
|----|---------|---|
| 6 | Monday | Last day to choose CR/F grade option for traditional semester courses (33%) |
| 6 | Monday | Last day to choose audit grade option for traditional semester course |
| 14 | Tuesday | Last day to change CR/F back to regular grading system for traditional semester courses (57%) |
| 21 | Tuesday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF "W" (66%) |

April

| | | |
|---------|-----------|------------------------------------|
| 11 | Tuesday | Spring recess begins at 10 p.m. |
| 12 - 22 | Wed.-Sat. | Spring recess - no classes |
| 14 | Friday | College holiday (Easter - Apr. 16) |
| 24 | Monday | Classes resume at 8 a.m. |

May

| | | |
|-------|--------------|---|
| 15 | Monday | Day and evening classes end |
| 16-18 | Tues.-Thurs* | Final examinations |
| 19 | Friday | Grades shall be entered into Banner Web by noon |
| 19 | Friday | Commencement exercises at Cattaraugus |
| 20 | Saturday | Commencement exercises at Jamestown |

15 weeks of day and evening classes

| |
|---|
| <p>*Final Examinations on Thursday, December 22, and Thursday, May 18, shall end not later than 12 noon.</p> |
|---|

2006 SUMMER SESSION I

May

| | | |
|-------|------------|---|
| 22 | Monday | Classes begin at 8 a.m. |
| 22-23 | Mon.-Tues. | Late registration and senior citizen registration |
| 29 | Monday | Memorial Day – no classes –college holiday |
| 30 | Tuesday | Classes resume at 8 a.m. |

June

| | | |
|----|----------|---|
| 2 | Friday | Monday Classes Held – college open |
| 2 | Friday | Last day to choose CR/F or audit grade option (33%) |
| 8 | Thursday | Last day to return to regular grading system from CR/F (57%) |
| 15 | Thursday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF “W” (66%) |
| 29 | Thursday | End of Summer Session I |
| 30 | Friday | Grades shall be entered into Banner Web by noon |

July

| | | |
|---|------------------|---------------------------|
| 4 | Independence Day | College Holiday – Tuesday |
|---|------------------|---------------------------|

6 weeks of day and evening classes

2006 SUMMER SESSION II

July

| | | |
|-----|-------------|--|
| 5 | Wednesday | Classes begin at 8 a.m. |
| 5-6 | Wed.-Thurs. | Late registration and senior citizen registration |
| 18 | Tuesday | Last day to choose CR/F or audit grade option (33%) |
| 25 | Tuesday | Last day to return to regular grading system from CR/F (57%) |

August

| | | |
|----|-----------|---|
| 1 | Tuesday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF “W” (66%) |
| 15 | Tuesday | End of Summer Session II |
| 16 | Wednesday | Grades shall be entered into Banner Web by noon |

6 weeks of day and evening classes

NOTE: This calendar includes non-negotiable dates as well as additional institutional deadlines.

**JCC COLLEGE CALENDAR
2006-2007**

2006 FALL SEMESTER

August

| | | |
|--------------|----------------|--|
| 24 | Thursday | Faculty return to campus |
| 24-25 | Thurs.-Fri. | Student orientation, advisement, registration |
| 28 | Monday | Classes begin at 8 a.m. |
| 29 - Sept. 1 | Tuesday-Friday | Late registration, and senior citizen registration |

September

| | | |
|---|----------|--|
| 2 | Saturday | Saturday Classes meet |
| 4 | Monday | Labor Day - no classes – college holiday |
| 5 | Tuesday | Classes resume at 8 a.m. |

October

| | | |
|----|-----------|---|
| 2 | Monday | Last day to choose CR/F grade option for traditional semester courses |
| 2 | Monday | Last day to choose audit grade option for traditional semester courses |
| 7 | Saturday | Saturday Classes meet |
| 9 | Monday | Columbus Day - no classes |
| 10 | Tuesday | Faculty Workshop - no classes |
| 11 | Wednesday | Classes resume at 8 a.m. |
| 11 | Wednesday | Sixth week grades entered into Banner Web by noon |
| 30 | Monday | Last day to change CR/F back to regular grading system for traditional semester courses |

November

| | | |
|-------|-----------|--|
| 8 | Wednesday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF "W" |
| 21 | Tuesday | Thanksgiving recess begins at 10 p.m. |
| 22-25 | Wed.-Sat. | Thanksgiving recess - no classes |
| 22-24 | Wed.-Fri. | College holiday |
| 27 | Monday | Classes resume at 8 a.m. |

December

| | | |
|------------|-----------------|---|
| 18 | Monday | Day and evening classes end |
| 19-21 | Tues. – Thurs.* | Final examinations |
| 22 | Friday | Grades shall be entered into Banner Web by noon |
| 24 – Jan 1 | Sun. - Mon. | College holiday |

*** 15 weeks of day and evening classes ***

2007 SPRING SEMESTER

January

| | | |
|---------|---------------|--|
| 11 | Thursday | Faculty return to campus |
| 11 - 12 | Thurs. - Fri. | Student orientation, advisement, registration |
| 15 | Monday | College Holiday |
| 16 | Tuesday | Classes begin at 8 a.m. |
| 16 - 22 | Tues. - Mon. | Late registration, and senior citizen registration |

February

| | | |
|----|-----------|--|
| 17 | Saturday | Saturday Classes meet |
| 19 | Monday | Presidents Day - no classes |
| 20 | Tuesday | Faculty Workshop - no classes |
| 21 | Wednesday | Classes resume at 8 a.m. |
| 21 | Wednesday | Last day to choose CR/F grade option for traditional semester courses |
| 21 | Wednesday | Last day to choose audit grade option for traditional semester courses |

March

| | | |
|----|-----------|---|
| 1 | Thursday | Sixth week grades entered into Banner Web by noon |
| 19 | Monday | Last day to change CR/F back to regular grading system for traditional semester courses |
| 28 | Wednesday | LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF "W" |

April

| | | |
|--------|-----------|-----------------------------------|
| 3 | Tuesday | Spring recess begins at 10 p.m. |
| 4 - 14 | Wed.-Sat. | Spring recess - no classes |
| 6 | Friday | College holiday (Easter - Apr. 8) |
| 16 | Monday | Classes resume at 8 a.m. |

May

| | | |
|-------|--------------|---|
| 14 | Monday | Day and evening classes end |
| 15-17 | Tues.-Thurs* | Final examinations |
| 18 | Friday | Grades shall be entered into Banner Web by noon |
| 18 | Friday | Commencement exercises at Cattaraugus |
| 19 | Saturday | Commencement exercises at Jamestown |

*****15 weeks of day and evening classes*****

| |
|--|
| *Final Examinations on Thursday, December 21, and Thursday, May 17, shall end not later than 12 noon. |
|--|

2007 SUMMER SESSION I

May

| | | |
|-------|------------|---|
| 21 | Monday | Classes begin at 8 a.m. |
| 21-22 | Mon.-Tues. | Late registration and senior citizen registration |
| 28 | Monday | Memorial Day – no classes college holiday |
| 29 | Tuesday | Classes resume at 8 a.m. |

June

| | | |
|----|-----------|--|
| 4 | Monday | Last day to choose CR/F or audit grade option |
| 13 | Wednesday | Last day to return to regular grading system from CR/F |

July

| | | |
|---|-----------|--|
| 2 | Monday | LAST DAY TO OFFICIALLY WITHDRAW FROM CLASSES WITH A GRADE OF "W" |
| 2 | Monday | End of Summer Session I |
| 4 | Wednesday | Independence Day College Holiday Wednesday |
| 5 | Thursday | Grades shall be entered into Banner Web by noon |

6 weeks of day and evening classes

2007 SUMMER SESSION II

July

| | | |
|------|------------|--|
| 9 | Monday | Classes begin at 8 a.m. |
| 9-10 | Mon.-Tues. | Late registration and senior citizen registration |
| 19 | Thursday | Last day to choose CR/F or audit grade option |
| 31 | Tuesday | Last day to return to regular grading system from CR/F |

August

| | | |
|----|----------|---|
| 16 | Thursday | LAST DAY TO OFFICIALLY WITHDRAW FROM CLASSES WITH A GRADE OF "W". |
| 16 | Thursday | End of Summer Session II |
| 20 | Monday | Grades shall be entered into Banner Web by noon |

6 weeks of day and evening classes

NOTE: This calendar includes non-negotiable dates as well as additional institutional deadlines.

Staff Holiday Schedule – 13 Days
For Information Only – Non Negotiable

| Holidays | Year | Dates | No. of days | Comments |
|--------------------|------|------------------|-------------|---|
| Labor Day | 06 | Sept. 4 | 1 | Monday |
| Thanksgiving | 06 | Nov. 22 – 24 | 3 | Wed. – Fri. |
| Christmas | 06 | Dec. 25 – Jan. 1 | 6 | Mon. – Mon. |
| Martin Luther King | 07 | Jan. 15 | 1 | Monday |
| Spring Break | 07 | Apr. 6 | 2 | Friday |
| Memorial Day | 07 | May 28 | 0 | Fri. June 1 - Work Day |
| Independence Day | 07 | July 4 | 1 | Wednesday is the paid college holiday. Monday the 2 nd will be the summer schedule day off. The work week will be Tuesday 7/3, Thursday 7/5, and Friday 7/6. |

APPENDIX I

ADJUNCT FACULTY EVALUATION PROCESS AND CLASS ASSIGNMENT

The process to be used for the purpose of Adjunct Faculty Evaluation will be the one included in the 2004-2005 Adjunct Faculty Handbook. To the extent that it is necessary to from time to time make modifications in this process both the Faculty Association and the Administration will work together to do so.

An adjunct faculty member who believes there is an inequity in either their assignments; the number of sections they are assigned or both may appeal the situation as follows:

Within ten (10) work days of receipt of said assignments/load they should discuss their concerns with their Coordinator or Director. The Coordinator or Director will within three (3) work days give a detailed written response for their decision.

If the adjunct faculty member is not in agreement they may appeal to the Assistant Dean of their division within ten (10) work days of the receipt of the Coordinator or Directors decision. After review of the issue at hand the Assistant Dean will render a decision within three (3) work days and give a detailed written response to the adjunct.

If the adjunct faculty member is not in agreement they may appeal to the Academic Dean within ten (10) work days of the receipt of the Assistant Dean's decision. After review of the issue at hand the Academic Dean will render a decision within three (3) work days and give a detailed written response to the adjunct.

If the adjunct faculty member is not in agreement they may appeal to the President of the College (Chief Executive Officer) within ten (10) work days of the receipt of the Academic Dean's decision. After review of the issue at hand the Chief Executive Officer of the College, or his duly authorized representative will render a decision within three (3) work days and give a detailed written response to the adjunct. This decision will be final and binding on all parties and may not be grieved.